CONTRACT #709

PR 102 B Cow Canyon-Criterion 1923-1925

709

#7 33P 007 1026

July 30, 1925.

The Aetna Casualty & Surety Company,
Bolton, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 709 for the construction of the Cyteriganden Oregon Section of the Pacific-California Highway in Wasco County consisting of 14.30 miles of grading has been completed by the contractors Rogers & Romero and that final settlement will be made by the State with said contractors for work done under said contract on or after July 30th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

February 2, 1925.

RECEIVED
FEB 3 1925
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal Aid project 102-B, Criterion-Cow Canyon section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Federal Aid Project No. 102, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 15, 1924, by the State Highway Commission of Oregon, and on June 19, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 102, Section B; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for Section B of said project to provide for the construction of a broken stone or crushed gravel surface, and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $73,969.55 to $140,495.30, and that the Federal funds approved and set aside to the credit of said Section B be increased from $45,222.53 to $84,297.18:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section B be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-four thousand, two hundred ninety-seven and 18/100 dollars ($84,297.18), as the share of the United States payable under said act on account of Section B of said project, which does not exceed 61.13 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States prorata share of the cost of Section B of said project shall not in any event exceed (a) the said sum of eighty-four thousand, two hundred ninety-seven and 18/100 dollars ($84,297.18), certified to the Secretary of the Treasury as above mentioned, being less than 61.13 per cent of one hundred forty thousand, four hundred ninety-five and 30/100 dollars ($140,495.30), the approved total estimated cost of Section B of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 15th day of December, 1924, and the Secretary of Agriculture on the 19th day of January, 1925.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By I W Blaurdyer
Member, State Highway Commission

By W H Wilson
Member, State Highway Commission

C W Marvin
Acting Secretary of Agriculture

...ate of Approval of Plans, ...ications and
...ted June 19, 1924, to cover Ore... ...eral Aid
Project No. 102, Section B.)

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 350+00 at the southerly end of Oregon Federal Aid Project No. 101 near Criterion, and survey station 1094+33.9 at the northerly end of Oregon Federal Aid Project No. 72 at the head of Cow Canyon,

locally known as the Criterion-Cow Canyon Section of The Dalles-California Highway, Wasco County, being Section B of Oregon Federal Aid Project No. 102 as approved by the Secretary of Agriculture on Dec.17,1923, and designated in the records of this Department as Project No. 102, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 140,495.30 in lieu of the $45,222.53 approved by Certificate of June 19, 1924, Section B of as the total estimated cost of said project, and the sum of $ 84,297.18/ as the share of the United Section B of States, payable under said acts on account of such project, which does not exceed 61.13 per cent of said total estimated cost.

Done at the city of Washington, this 19th day of January one thousand nine hundred and Twenty-five as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4830

GWB

P.R. 208B

November 13, 1924

Bureau of Public Roads,
New Post office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Criterion-Cow Canyon Section, Oregon Federal Aid Project No. 102-B.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert,
Office Engineer

Dict. by J.W.DeSouza/LL

Enc.

cc

OREGON STATE HIGHWAY COMMISSION
SALEM

Oregon State Highway Department — Project 102-B

Criterion - Cow Canyon Section of The Dalles-California Highway in Wasco County

(Estimate as basis for modified agreement to include contract for surfacing.)

Salem, Oregon, Nov. 13, 1924

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 100.00 |
| 140,000 | cu. yds. | Common Excavation | .32 | 44,800.00 |
| 8,000 | Cu. yds. | Solid Rock Excavation | 1.60 | 12,800.00 |
| 30,000 | Sta. Yds | Overhaul | .05 | 1,500.00 |
| 2,750 | Lin.Ft. | 12" Corr. Galv. Iron Pipe | 1.50 | 4,125.00 |
| 450 | Lin.Ft. | 18" Corr. Galv. Iron Pipe | 2.50 | 1,125.00 |
| 80 | Lin.Ft. | 24" Corr. Galv. Iron Pipe | 3.50 | 280.00 |
| 40 | Lin.Ft. | 36" Corr. Galv. Iron Pipe | 6.00 | 240.00 |
| 35 | Cu. yds. | Class "C" Concrete | 35.00 | 1,225.00 |
| 70 | Cu. yds. | Rubble Masonry | 15.00 | 1,050.00 |

SURFACING - CONTRACT #764

| | | | | |
|---|---|---|---|---|
| 11,000 | Cu.yds. | Base Course Surfacing | 1.93 | 28,950.00 |
| 11,000 | Cu. yds. | Top Course Surfacing | 1.93 | 28,950.00 |
| 11,600 | Cu. yds. | Filler | .25 | 2,900.00 |
| 6,820 | Mi. yds. | Filler Haul | .20 | 1,364.00 |
| | | | | 129,409.00 |
| | | | Proportional Reduction on Surfacing | 1,688.00 |
| | | | Sub-Total | 127,721.00 |
| | | | 10% Engr. & Cont. | 12,772.10 |
| | | | Total | 140,493.10 |

Length of Project 14.10 Miles
Cost per mile $9,964.04

| | | |
|---|---|---|
| State Funds Available | 56,197.24 | |
| Federal Aid Requested | 84,295.86 | (60%) |
| | 140,493.10 | |

FORM 8A 55807 10M-6-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #102B

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.

November 8, 1924

Mr. Edgar Hall,
Estacada, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 6th requesting information as to the quantities of excavation handled by sub-contractors Donaldson & Company on the Criterion-Cow Canyon Section of The Dalles-California Highway.

We have not yet received from our field engineer the final estimate for the Criterion-Cow Canyon work, and it will probably be some two or three months before the exact final quantities will be available. However, the last monthly estimate for this work lists the following quantities as having been handled between Stations 402 and 488, which we believe ~~are~~ the limits of the Donaldson & Company sub-contract. The quantities are:

Common Excavation ~~1082~~ 10,031. cu.yds.
Solid Rock Excavation 2139. cu. yds.
Overhaul 548. Yd. St.

Please understand that the above quantities are not represented to be accurate and that they may be ~~same~~ greater or less than the quantities that will be allowed in our final settlement with contractors Bauers & Bauers.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By S. H. Probert
S. H. Probert
Office Engineer

SHP L

cc

This letter returned marked "Undelivered"

PR #102 B

November 8, 1944

Mr. Edgar Hall,
Estacada, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 6th requesting information as to the quantities of excavation handled by sub-contractors Donaldson & Company on the Criterion-Cow Canyon Section of the Dalles-California Highway.

We have not yet received from our field engineer the final estimate for the Criterion-CowCanyon work, and it will probably be some two or three months before the exact final quantities will be available. However, the last monthly estimate for this work lists the following quantities as having been handled between Stations 402 and 488, which we believe are the limits of the Donaldson & Company sub-contract. The quantities are:

Common Excavation 10,031. cu.yds.
Solid Rock Excavation 2139. cu. yds.
Overhaul 548. Yd. St.

Please understand that the above quantities are not represented to be accurate and that they may be greater or less than the quantities that will be allowed in our final settlement with contractors Bowers & Bowers.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc

NOV 8 1924

SALEM, OREGON

Estacada Ore.
Nov. 6, 1924

RECEIVED
NOV 8 1924
OR
STATE ...

State Engineer
Salem Ore.

Dear Sir:

I was advised by Mr. Neuland, the engineer on the Dalles-Cali highway at Maupin Ore. to write to you and find out the correct amount of yardage, on the final Estimate on (a mile) the piece of the Dalles-Cali. Highway. six miles South east of Maupin, between Maupin and Cow Canyon.

Which was known as the Donaldson Co. contract, under Sherman and McCall.

# REPORT

Oct 13 1924, 192...

5 to Oct 11

Maupin

...me Address Maupin

Address Maupin

...ant developments, instructions to contractor,

contractor Jacob-
headwells.

NOTED

(See back of this sheet for instructions and detailed information.)

Signed R P Neuland

Title

Title

Doubleday
Estimate #8 for
Cnt. - Con Company

| sta. to sta | Com. | Solid | Overbreak |
|---|---|---|---|
| 402+00 - 419+62 | 2309 | 92 | |
| 419+62 - 431+50 | 1935 | 108 | |
| 431+50 - 443+00 | 1745 | 362 | 83 |
| 443+00 - 472+43 | 3089 | 1209 | 438 |
| 472+43 - 488+00 | 1453 | 568 | 27 |
| | 10,031 | 2139 | 548 |

OG-102B

PORT

ct 13 1954, 19..

to oct 11

maupin

ddress maupin

ress maupin

developments, instructions to contractor,

ntractor w&cob-

edwells.

NOTED

(See back of this sheet for instructions and detailed information.)

Signed R B Maupin

Title

Title

Form No. 19—21292—6M—8-33

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

009-102B

Date Oct 13 1934, 193

Job Name CRITERION-COW CANYON

Week from Oct 5 to Oct 11

Mail Address maupin

Highway DALLES CALIFORNIA

Telegraph or Telephone Address maupin

County WASCO Job Prefix 33FR

Express and Freight Address maupin

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

work is being done on the completion of sub-contractor Jacob-
son's work and also a small amount of trimming on headwalls.

OCT 16 1934

NOTED

Signed R P Markland

(See back of this sheet for instructions and detailed information.)

Title

Title

PQ-102B

TED

For

## GRADING CONSTRUCTION

Total miles of grading on project 14.2

Miles completed 14.1

Miles completed except finishing 0.1

Miles covered by contractor's forces 14.2

Miles cross-sectioned 14.2

Miles cross-sections completed and checked 14

Miles to be remeasured 5

Number men in Engineering Party 3

Contractor's average force for week 20 men,

3 teams, X steam shovels

Grading work will be completed about Oct 15

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

## SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

List jobs upon which you have worked this week with percentage of this week's time on each.

This job 33 PR Percentage 45

Other jobs 33 PH Percentage 55

Other jobs 33 PH-1 Percentage —

Other jobs ..... Percentage .....

PDZ-102B

NOTED
K.

Form No. 49—22292—6M—3-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
OCT 2 1923

Date Sept 29, 192

Job Name Criterion Cow Canyon

Week from Sept 21 to Sept 27

Mail Address Maupin

Highway Dalles-California

Telegraph or Telephone Address Maupin

County Wasco Job Prefix 33 2R

Express and Freight Address Maupin

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

This section is now complete with the exception of some work around culvert headwalls and also some finishing to be done on the section which was let to Geo. Jacobson. Sub-Contractor Jacobson left this work in an unfinished condition and I have notified the contractors that it will have to be completed in good shape before an estimate will be forthcoming.

NOTED
- W WANZER

(See back of this sheet for instructions and detailed information.)

Signed R P Haviland

Title

## GRADING CONSTRUCTION

Total miles of grading on project 33 PR- 14±

Miles completed 14±

Miles completed except finishing 14±

Miles covered by contractor's forces 14±

Miles cross-sectioned 14±

Miles cross-sectioned completed and checked 13

Miles to be remeasured 5

Number men in Engineering Party 3

Contractor's average force for week 6 men,

x teams, x steam shovels

Grading work will be completed about Oct 15

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

## SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

This job 33 PR Percentage 35

Other jobs 33 PH Percentage 60

Other jobs 33 PH-1 Percentage 5

Other jobs ..... Percentage .....

Form P. R. 2

State Oregon

Project No. 102, Section B.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 3

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of July, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 25th day of October, 1923, a project statement, which was approved by the Secretary on the 17th day of December, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 2nd day of February 1924, and approved by the Secretary on the 19th day of June, 1924 and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of forty-five thousand, two hundred twenty-two and 53/100

dollars ($45,222.53) as the share of the United States payable under said act on account of Section B of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920,

(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 350+00 at the southerly end of Oregon Federal Aid Project No. 101 near Criterion, and survey station 1094+55.9 at the northerly end of Oregon Federal Aid Project No. 72 at the head of Cow Canyon, terminal points, a distance of 14.1 miles, known locally as the Criterion-Cow Canyon Section of The Dalles-California Highway, Wasco County, being Section B of Oregon Federal Aid Project No. 102 as approved by the Secretary of Agriculture on December 17, 1923.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that immediately upon completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section B of said project shall not in any event exceed

(*a*) the said sum of forty-five thousand, two hundred twenty-two and 55/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of seventy-three thousand, nine hundred sixty-nine and 50/100

Section B of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **18,341.03** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **in accordance with Resolution of August 7, 1917, under Chapter 237, Laws of 1917.** (Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 19th day of June, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By Wm Duby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W H Lemhouse
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

Hamilton McGown
ACTING *Secretary of Agriculture.*

A123

Form No. FR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 550+00 at the southerly end of Oregon Federal Aid Project No. 101 near Criterion, and survey station 1094+85.9 at the northerly end of Oregon Federal Aid Project No. 72 at the head of Cow Canyon,

locally known as the Criterion-Cow Canyon Section of The Dalles-California Highway, Wasco County, being Section B of Oregon Federal Aid Project No. 102 as approved by the Secretary of Agriculture on Dec. 17, 1923, and designated in the records of this Department as Section B of Project No. 102, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 73,969.50 as the total estimated cost of Section B of said project, and the sum of $ 45,222.53 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 19th day of June one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8-4928

W.R.

102 B

July 23, 1924.

Mr. P. H. Kelly,
C/o Healy & Clarke, Contractors,
Agate Beach, Oregon.

Dear Sir:

Reference is made to your letter of July 17th, requesting an estimate of the excavation quantities on miles 13 and 14 of the Criterion-Cow Canyon Section of The Dalles-California Highway, the quantities referred to being those handled under the Bamers & Bamers contract.

An exact estimate of these quantities cannot be furnished until all work under the Bamers & Bamers contract is completed, and until the pay quantities thereunder have been accurately computed, and checked, which will not be for several months. For your information, however, we will give the approximate estimate of the quantities in miles 13 and 14, which appeared in the monthly estimate covering work done to July 10th. This approximate estimate is as follows:

| | |
|---|---|
| Common Excavation | 15,960 cuiyds. |
| Solid Rock Excavation | 1,125 " |
| Overhaul | 300 stayds. |

This estimate is approximate only, and the quantities and classification given are subject to change and correction at any time.

Very truly yours,

Office Engineer

SHP:TW

Bend

Oregon

July 17/1922

Sirs

Bauers & Bauers was awarded a contract on January 6 1922 for the Cullaton Co Canyon section of the Dalles Calafornia highway. They let the project to McCall & Dineen. McCall & Dineen sub let me 2 miles, mile 13 and 14. I started the work on the 21st day of Feb and completed it on the 24th day of April. Mr Neuland the resident engineer promised me that he would get me an estimate in three weeks I have written three letters to him and have not received any estimate yet. I am sure that the State as given Bauers & Bauers their estimate and would apreciate it if you could get me an estimate I am no millionare just trying to make an honest living Hoping to hear from you at an early date I Remain

Yours Truly

J & H Logging

Tom Tieman

Bend Ore

ANSWERED
S. H. Probert

PR#
102-B

Baupin, Ore.
April 30, 1924.

Bowers & Bowers,
Baupin, Ore.

Gentlemen:-

I have arranged with Mr. W. L. Shearer to take care of the lowering of the water pipe between ~~Station 2+7~~ and Station 7+40 on Unit #1. As this pipe belonged to Mr. Shearer it will probably prove more satisfactory to have him do the necessary work.

This change improvement will cancel Extra Work Order #2. of Dec. 15th.

In this connection I have also arranged with Mr. Shearing to take care of the replacing of his irrigation ditch between Sta. 325 and Sta. 346.

Very truly yours,

R. K. Clarke

cc W. L. Shearer.

RECEIVED
MAY 1 1924
OREGON
STATE ... COMMISSION

RR RR 067-102B

March 27, 1934

County Court of Wasco County,
The Dalles, Oregon.

Gentlemen:

Enclosed herewith please find four copies each of resolutions which have been prepared to cover the cooperation between Wasco County and the State of Oregon in connection with the construction of the Criterion-Cow Canyon Section and the Sherman County Line-Cow Canyon Section. Will you kindly execute all four copies of both of these resolutions and return three of them to this office for our files?

As soon as we receive the signed copies we will be pleased to supply you with a fully executed copy of each of the above contracts to which will be attached a copy of each of the resolutions.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

PR 102 B

March 18, 1924.

Ramsye & Bauers,
Dayton, Washington.

Gentlemen:

This is to acknowledge receipt of your letter of March 8, relative to the non-receipt of your contracts for the Criterion-Cow Canyon Section and the Umatilla-Nolin Section.

Our records show that an executed copy of the contract for the Umatilla-Nolin Section was mailed to you on February 11. If you are unable to locate this contract, we will be pleased to prepare a certified copy and forward to you, or we can get the fully executed copy of this contract from the Aetna Casualty & Surety Co. and supply them with just a plain copy of the contract.

Regarding the copies of the contract for the Criterion-Cow Canyon Section, investigation in the local office of the express company shows that they were sent to Dayton, Oregon on February 11. We have requested the express company at Dayton, Oregon to reship these contracts to you at Dayton, Washington, and we trust that you will receive them within the next day or two.

We regret the inconvenience caused you and hope the matter my be straightened out very soon.

Very truly yours,

State Highway Engineer.

JMCF:HI

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

MAR 11 1924

March 8,1924

Hon.Roy A Klein,
State Hiway Engineer
Salem,Oregon

Dear Sir;- Attention Mr Glaisyer

Confirming our telegram "Contracts not received. Probably missent to Dayton,Oregon. Please trace and advise"

In this connection,we have not received either the Criterion-Cow Canyon,nor our copy of the Umatilla-Nolin section. We had aletter from your office saying that our attention was called to the insurance clause in the Umatilla contract,which we did not receive.

If you will kindly inform us how these were sent, by mail or express,we will proceed to trace from this end,and will try to get these matters straightened as soon as possible.

Thanking you for your courtesy in this matter, we are,

Sincerely yours,

Bauers & Bauers

By

Form 1217

| | |
|---|---|
| Night Message | |
| Night Letter | |

Patron should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| |
|---|
| Receiver's No. |
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MARCH 10, 1924.

BAUERS & BAUER,
DAYTON, WASHINGTON.

EXPRESS RECORDS SHOW CONTRACT FOR GRADE DAYTON OREGON AND BEING TRACED

ROY A. KLEIN

copy of the contract is in the hands of the Secretary of State, so it behooves you to execute the copies as soon as possible.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

WESTERN UNION

# TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | NMe |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT** 487 STATE ST., SALEM OR

16PR MS 15 NITE

DAYTON WASH MAR 9 1924

ROY A KLEIN

06 CAPITOL BLDG SALEM ORG

COW CANYON CONTRACTS NOT RECEIVED TO DATE PERHAPS MISSENT DAYTON

OREGON PLEASE TRACE AND ADVISE

BAUERS AND BAUERS

457

Your attention is called to the fact that payments to you in connection with this work cannot be made until a fully executed copy of the contract is in the hands of the Secretary of State, so it behooves you to execute the copies as soon as possible.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

March 8, 1924.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

On February 11th we sent y u four copies of contract No. 709 covering the grading of the Criterion-Cow Canyon Section of TheDalles-California Highway, which contract was awarded to you by the Highway Commission on February 4th of this year.

We requeste y u to execute all four copies of the contract and bond and forward them to us immediately; however, to date this has not been done. Will you kindly give this matter your early attention?

Your attention is called to the fact that payments to you in connection with this work cannot be made until a fully executed copy of the contract is in the hands of the Secretary of State, so it behooves you to execute the copies as soon as possible.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

February 11, 1926

Demers & Demers,
Dayton, Washington.

Gentlemen:

Enclosed herewith please find four copies of contract No. 709 which was awarded to you by the State Highway Commission on February 4th, for the grading of 14.1 miles of The Dalles-California Highway between Criterion and Cow Canyon.

Kindly execute each copy as to agreement and bond and return them all to this office for further execution by the State Highway Commission. When this is done one fully executed copy will be returned to you for your files and one to the surety on the bond.

Your attention is called to the paragraph concerning the workmen's compensation act on page 6. Please be advised that you will be expected to carry on your work strictly under the provisions of the law mentioned therein.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encls.

PR102B

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Feb 27 1924, 192

Job Name Criterion Cow Canyon

Week from Feb 17 to Feb 23

NOTED RAK

Mail Address Madras

Highway Dalles-California

Telegraph or Telephone Address Maupin

County Wasco Job Prefix 33FR

Express and Freight Address Maupin

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Sherrin anf Mc Call have started camp near Sta 450 and have opened up a small amount of work. There will be nothing of note accomplished this week however.

I hired County Engineer Heider and two men at Madras and have run the revision at the head of Cow Canyon. This will be submitted next week. The revision was run at a great disadvantage as the weather was very foggy and instrument work almost impossible.

(See back of this sheet for instructions and detailed information.)

Signed R. P. Kincaid

Title

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

Form No. 19—22291—6M—8-23

Report #1 PR 1028

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Feb 18, 192...

Job Name Criterion-Cow Canyon

Week from Feb 10 to Feb 16

Mail Address Madras

Highway Dalles-California

Telegraph or Telephone Address

County Wasco Job Prefix 33 PR

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Bauers and Bauers have sub contracted all of this stretch to Sherrin and Mc Call, who plan to start work immediately. Camp is being started near Sta. 450 and some work will be accomplished during the coming week. No work will be attempted on the south end for the present.

NOTED
R.A.K.

(See back of this sheet for instructions and detailed information.)

Signed R. P. Blackmore

Title

## GRADING CONSTRUCTION

*Total miles of grading on project* 14.1

*Miles completed* ✓

*Miles completed except finishing* ✓

*Miles covered by contractor's forces* ✓

*Miles cross-sectioned* ✓

*Miles cross-sections completed and checked* 4

*Miles to be remeasured* ✓

*Number men in Engineering Party* 3

*Contractor's average force for week* ✓ men,

✓ teams, ✓ steam shovels

*Grading work will be completed about* Sept 30 x 4

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

February 13, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 102 B

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Criterion - Cow Canyon Section, Project 102 B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT 102 - B

CRITERION-COW CANYON SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate as basis for project agreement. Based on Contract Prices)

Salem, Oregon, February 6, 1934.

| | | | | |
|---|---|---|---|---|
| All Requir | | Clearing and Grubbing | | 100.00 |
| 140,000 | cu.yds. | Common Excavation | .32 | 44,800.00 |
| 8,000 | cu.yds. | Solid Rock " | 1.60 | 12,800.00 |
| 30,000 | sta.yds. | Overhaul | .05 | 1,500.00 |
| 2,750 | lin.ft. | 12" Corr.Galv.Iron Pipe | 1.50 | 4,125.00 |
| 450 | lin.ft. | 18" " " " " | 2.50 | 1,125.00 |
| 80 | lin.ft. | 24" " " " " | 3.50 | 280.00 |
| 40 | lin.ft. | 36" " " " " | 6.00 | 240.00 |
| 35 | cu.yds. | Class "C" Concrete | 35.00 | 1,225.00 |
| 70 | cu.yds. | Rubble Masonry | 15.00 | 1,050.00 |
| | | | Sub-total | 67,345.00 |
| | | | 10% Engr. & Cont. | 6,724.50 |
| | | | Total | 73,969.50 |

Length of Project, 14.10 miles.
Cost per mile, $5,246.06

| | |
|---|---|
| State Funds Available | 28,744.97 |
| Federal Aid requested | 45,222.53 |
| | 73,969.50 |

Federal Aid Recommended ----------(61.13673%)

FORM 5A 22664 10M-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR# 102-B

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - February 2, 1924

REFERRED TO S.H.E. BY R. A. K.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of January 29th, in regard to proposed changes in line and grade on the Cow Canyon-Criterion Section of The Dalles-California Highway, Federal Aid Project No. 102-B, as outlined by Mr. Purcell of the Bureau of Public Roads. I Beg to report as follows:

Your assumption that the grade was kept high to avoid "snow troubles" is correct and such were my instructions to the locating Engineer, and still wish to do so when ever possible and available material can be found at a reasonable cost; however, I know and have known that there are many places where it will be necessary to lower the grade line and can do so without sacrificing our standard road bed and each case can and will be a study by itself in the field when under construction, and are minor changes that will be made in order to get the most economical construction consistant with good work, if further field investigation warrants the same, and which we would naturally do on this work as we do on all other work when under construction.

In regard to drainage structures or pipes, I doubt if much can be saved even if the major line changes should be ordered, for as outlined by Mr. Newland in his report accompanying this, 75% of the pipe proposed to be used are 12 inch pipe (our minimun size) and approximately gives drainage relief about every 1000 feet, which is a very small number of openings, but there is not much "run off" in this part of the country. However if we can eliminate any upon close investigation during construction, it will be done. In fact all the minor changes can be handled as suggested by Mr. Purcell, during the progress of the work.

In regard to the major change of alignment between station 855 (near Lakeview School) and station 1094 (where the line joins the Cow Canyon Section) on the face of the contention; it would seem advisable, but the following facts, should be considered, viz, the alignment of the old line cannot be questioned, being a tangent for over four miles and any change naturally as far as alignment was concerned, would not be considered a benefit.

The grades on the located line are not excessive and any possible benefit in grades on the proposed revision, would be more than offset by increased distance, but would be neglible at the best.

In regard to the statement that quantities of common material could be reduced 20% on the proposed revision, this doubtful, as it is the intention to hold the grade line as high as possible, where material can be economically obtained. The general nature of all this country is similar in character and while there is no question but that better material, from a contractors point of view can be obtained along approximately one-half of the proposed change than on the present located line, the mere fact that such material would be available for a higher grade line, would necessarily preclude a reduction in quantities. For the above reasons, I think we can safely contend that the alignment grades and quantities of common excavation (this is a two classification job) would not be benefited by the proposed change, though the quantities of common excavation to be moved, could be handled a little cheaper along the revision; part of it being in plowed fields and more adjacent to the line and which would be a benefit to the contractor, but I doubt whether the State and Government would get the benefit of a reduced unit price on the whole job, for the following reasons, viz, 50% or two miles of the old line is in what might be called bad ground, or ground where it will be difficult to obtain the necessary fill material and on the new proposed line approximately one mile or half of it, could be located in easy borrow material or approximately 10,000 cubic yards would be involved, which could probably be moved for 5¢ a yard cheaper, or $500.00, which if prorated over the whole 14 miles or 140,00 cubic yards would be negligble in the unit price, particularly as the contractor will probably bid upon thegeneral character of the whole work along the line.

In regard to the rock cut at station 1025, amounting to 3500 cubic yards, this would be avoided on the revised line and based upon a unit price of $1.50 would be a saving of $5250.00, but the following should be considered. This is the only solid rock cut of any size on the entire job. There is only estimated 8,000 cubic yards of solid rock excavation for the entire 14 miles including the above 3,500 cubic yards, in this one cut, or 4,500 cubic yards scattered over 14 miles and consists of scab rock, very light cutting, and ditch work. I know that if I was the contractor and this 3,500 yards were eliminated, (the only desirable rock work on the job) I would bid at least $1.00 to $1.50 a yard more for the remaining 4,500 yards, which would offset the saving made in eliminating this cut by the proposed revision.

In regard to snow conditions and general maintenance after construction, while the present location is on the north easterly slope, the slope is very slight and has a wide open sweep and this section would probably give us less trouble than any section between Cow Canyon and Maupin and would not give us snow trouble unless the whole section was blockaded.

The cost of right of way is also a matter to be considered, even if the expense is not borne by the State or Government. The right of way has been secured by the County Court along the present located line for the full 14 miles and if the line was revised for the 4 miles suggested, new right of

way would have to be purchased by the County at an additional expense and more costly, as the revised line crosses more cultivated fields and would leave small isolated tracts which would be damaged, whereas the present located line "skirts" a large porportion of the fields. Therefore in view of the fact that the alignment cannot be improved nor grade materially changed; and doubtful if any saving in common excavation; and the saving in solid rock excavation would probably be offset by an increased unit price on the balance of the rock; and snow conditions not improved; and extra cost of the new right of way, I recommend that the present located line be accepted with the idea of making all the minor changes as recommended by Mr. Purcell providing the same are found to be practicable during construction.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

...visions.

WILLIAM DUBY, BAKER, CHAIRMAN
H. BARTON DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

Madras, Ore.
Jan., 31, 1924.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Ore.

Dear Sir:-

Regarding the report of the Bureau of Public Roads, covering an inspection of the proposed Criterion-Cow Canyon work, on the Dalles-California Highway.

The report covers a number of small grade and line changes, which would appear desirable, and also a major line change from the Lakeview School (855) to the end of the work (1094).

The minor changes would not seriously effect the work, being revisions of grade and line to reduce haul, and generally would be a benefit. They could be made during the progress of the work if farther field investigation proved them to be an economy, without detracting from the standards of good construction. For this reason I will cover only the major line change, which is the principal contention of the Bureau of Public Roads.

The proposed line change is advocated on the contention that it will avoid bad ground, where borrow is scarce; will eliminate a 3500 Cu. Yd. Rock cut; will be a better winter road, being less exposed to drifts; and will result in a saving in drainage structures.

These contentions are, in part, correct. There is no doubt but that the proposed revision will eliminate the rock cut and that it will throw the line into a section where borrow is more easily available. At the present stage of the game I believe, after carefully considering all available facts, that it would be much better to adhere to the present alignment.

The revision can be considered under the following heads: Alignment and Grade, Cost of Construction, and Maintenance. The present location cannot be criticised as to alignment. It is all tangent. The grades are all easy and a slight benefit gained by the revision would be offset by the increased distance.

Cost of construction would be influenced by the change in the nature of the earth and rock excavation and possibly, in a very small degree, by the drainage structures.

WILLIAM DUBY, BAKER, CHAIRMAN
H. BRYAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS



ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
## SALEM

Lateral slopes are level through the section. The ground is rolling and is traversed by draws, or rock runs, offering little borrow. The contention is that the new line, missing some of these runs, will have more easy side borrow and will therefor reduce the unit price. That is the contractorm instead of hauling material a distance of from fifty to three hundred feet, would be able to buck it directly into the embankment from adjacent side borrow.

This contention is true, but it must be remembered that the country is generally similar and the revision, while some better, cannot change the entire character of the work. The grading quantit tities would be substantially the same, possibly less on the revisionb but as the general type of the country is similar it would naturally follow that the quantities would not be greatly altered by revision.

In going over the profile of the section in question about fifty percent, or two miles, appears to be in bad ground. It is not conceivable that more than half this distance can be eliminated by revision, or in other words approximately a mile, or 10,000 Cu. Yds. could be changed from the class of difficult borrow to that of easy side borrow. Assuming a saving of five or ten cents per yard, due to the easy side borrow the contractor would be able to make a reduction of $ 500.00 to $ 1000.00 in his total bid for common excavation. However this amount, pro-rated on the entire fourteen miles would prove almost negligible in computing the unit price. It is probable that the general character of the entire fourteen miles would be considered by the prospective bidder and that the line change would not effect the unit price bid.

The rock cut at 1025 is the only outcropping of solid on the entire job and off-hand it would be evident that avoiding this 3500 Cu. Yd. cut at an assumed price of $ 1.50 would result in a saving of $ 5250.00. This is a desirable cut however, from a bidders standpoint, and eliminating it would tend to increase the price price on the remaining 4500 Cu. Yds. of rock to prehaps $ 2.50 or $ 3.00,as it will all be shallow cutting or ditch work. This cut is known to be rock while the others are uncertain. It is possible, as is often the case in this section, that the estimated quantity of rock may be overrun in actual construction, in which event an increased unit price would become more serious and tend to balance any benefit obtained from avoiding the large cut in question.

I can hardly see a saving in drainage structures. We have now about twenty five culverts proposed for the section in question, or a relief every thousand feet, which is not too much. About seventy five per-cent of the culverts are 12" pipes. Only two

WILLIAM DUBY, BAKER, CHAIRMAN
H. BAILEY DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS



ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

24" pipes, the maximum size, are contemplated.

In addition to the drainage and grading the cost of the right of way also is a part of the general construction expense. In this case the right of way already has been secured and any general change must be made at an additional expense. Where the right of way now borders on the cultivated area the revision would cut cultivated fields, causing the County Court to have to pay for a better class of acreage and also damage for isolated tracts.

I doubt that the maintenance of the revised section would be any easierthan that of the present location. It is true that the present location is on a northeasterly slope, but the slope is extremely gentle. When this section is graded it will be the most favorable, as regards snow conditions, between Maupin and Cow Canyon, and should not be blocked except in the case of a general blocade.

Considering that the alignment and grade cannot be materially improved; that the saving in the cost of common excavation, which could be effected by the revision, would be small, if not negligible; that the saving in the quantity of rock excavation would, in a great measure, be offset by an increased unit price; that there would be no material change in the structures; and also that the snow conditions would not be materially changed I would recommend that the original survey be adhered to.

Very truly yours,

R. P. Kuenzel

January 31st, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PH 102 -B

Gentlemen:

Herewith we are enclosing six copies of estimate for the Criterion-Coy Canyon Section, Project No. 102-B.

The additional sets of plans for this project mentioned in our letter of the 21st instant, were sent you recently.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeCoux / TW)

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 102 - B.

CRITERION-COW CANYON SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate with plans. Not as a basis for project agreement.)

Salem, Oregon, January 26, 1924.

| | | | | | |
|---|---|---|---|---|---|
| All Required. | | Clearing and Grubbing | | | 100.00 |
| 140,000 | cu.yds. | Common Excavation | | .35 | 49,000.00 |
| 8,000 | cu.yds. | Solid Rock Excavation | | 1.50 | 12,000.00 |
| 30,000 | sta.yds. | Overhaul | | .05 | 1,500.00 |
| 2,750 | lin.ft. | 12" Culvert Pipe | | 1.75 | 4,812.50 |
| 450 | lin.ft. | 18" " " | | 2.75 | 1,237.50 |
| 80 | lin.ft. | 24" " " | | 4.00 | 320.00 |
| 40 | lin.ft. | 36" " " | | 6.50 | 260.00 |
| 35 | cu.yds. | Class "C" Concrete | | 35.00 | 1,225.00 |
| 70 | cu.yds. | Rubble Masonry | | 15.00 | 1,050.00 |
| | | | Sub-total | | 72,305.00 |
| | | | 10% Engr. & Cont. | | 7,230.50 |
| | | | Total | | 79,535.50 |

Length of Project, 14.1 miles.

Cost per mile, $5,640.81

P.O.-1026

WILLIAM DUBY, BAKER, CHAIRMAN
H. [illegible] VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - January 29, 1924

RECEIVED
JAN 30 1924
STATE HIGHWAY COMMISSION

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed please find my estimate of cost for comparison of bids to be received at the next Commission meeting for the construction of the Criterion-Cow Canyon Section of The Dalles-California Highway, and Units 1 and 2 Sherman County Line-Cow Canyon Section of the Sherman Highway.

These figures as submitted cover the quantities and items called for in the proposals and do not cover Engineering expenses and contingencies.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
CWW-vc

File 85 January 29, 1924

## DIVISION ENGINEER'S ESTIMATE OF COST FOR GRADING AND SURFACING

## UNITS NO. 1 AND 2 - SHERMAN COUNTY LINE-COW CANYON SECTION OF THE SHERMAN HIGHWAY IN WASCO COUNTY - FOR COMPARISON OF BIDS

Unit No. 1
Extending from the Sherman-Wasco Co Line to the North City Limits of Shaniko.
7.55 Miles of Grading and Broken Stone Surfacing
Unit No. 2
Extending from the North City Limits of Shaniko to the Junction with The Dalles-California Highway, near the Head of Cow Canyon.
12.41 Miles of Grading and Broken Stone Surfacing
UNIT NO. 1

### - GRADING -

| | | | | | |
|---|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 100.00 | |
| 53,000 | Cu.Yds. | Common Excavation | .35 | $ 18,550.00 | |
| 6,000 | " " | Solid Rock Excavation | 1.60 | 9,600.00 | |
| 10,000 | " " | Overhaul | .05 | 500.00 | |
| 900 | Lin.Ft. | 12" Plain Concrete Pipe | 2.00 | 1,800.00 | |
| 450 | " " | 18" Reinf " " | 4.00 | 1,800.00 | |
| 260 | " " | 24" " " " | 5.00 | 1,300.00 | |
| 180 | " " | 36" " " " | 7.50 | 1,350.00 | |
| 900 | " " | 12" Corr Galv Iron " | 1.50 | | 1,350.00 |
| 450 | " " | 18" " " " " | 2.50 | | 1,125.00 |
| 260 | " " | 24" " " " " | 3.75 | | 975.00 |
| 180 | " " | 36" " " " " | 6.00 | | 1,080.00 |
| 20 | Cu.Yds | Class "B" Concrete | 35.00 | 700.00 | |
| 90 | " " | " "C" " | 35.00 | 3,150.00 | |
| 75 | " " | Rip Rap | 3.50 | 262.50 | |
| 25 | M. FBM. | Lumber and Timber | 75.00 | 1,875.00 | |
| Grading Cost with Concrete Pipe | | | | $ 40,987.50 | |
| Grading Cost with Galvanized Iron Pipe | | | | | $ 39,267.50 |

### - SURFACING -

Quarry at Station 584/00 — 16 Feet Wide, 8 Feet Thick

| | |
|---|---|
| Set up and tear down ---------- | $ .20 |
| Quarrying ---------- | .60 |
| Crushing ---------- | .50 |
| Hauling ---------- | .45 |
| Spreading and Dragging -------- | .45 |
| Royalty ---------- | .03 |
| Unit Cost | $2.23 |
| Plus 15% | .33 |
| Total | $2.56 |

Maintenance Materials @ $2.10
Filler .50

| | | | | | | |
|---|---|---|---|---|---|---|
| 8,000 | Cu.Yds. | Top course Broken Stone Surfacing | @ 2.66 | $21,280.00 | | |
| 8,000 | " " | Base " " " " | @ 2.46 | 19,680.00 | | |
| 1,000 | " " | Maintenance Materials | @ 2.10 | 2,100.00 | | |
| 4,000 | " " | Filler | @ .50 | 2,000.00 | | |
| | | Surfacing Cost | | $45,060.00 | 45,060.00 | |
| Grand Total for Comparison of Bids | | Grading Cost | | 40,987.50 | 39,267.50 | |
| | | With Concrete Pipe | | $86,047.50 | | |
| | | With Galvanized Iron Pipe | | | $84,327.50 | |

33VN

## UNIT NO. 2

### - GRADING -

| | | | | | |
|---|---|---|---|---|---|
| All Required | | Clearing And Grubbing | | 100.00 | |
| 84,000 | Cu.Yds. | Common Excavation | $ .28 | $ 23,520.00 | |
| 11,000 | " " | Intermediate " | .55 | 6,050.00 | |
| 1,700 | " " | Solid Rock " | 1.60 | 2,720.00 | |
| 10,000 | " " | Overhaul | .05 | 500.00 | |
| 1,100 | Lin.Ft. | 12" Plain Concrete Pipe | 2.00 | 2,200.00 | |
| 1,100 | " " | 18" Reinf " " | 4.00 | 4,400.00 | |
| 400 | " " | 24" " " " | 5.00 | 2,000.00 | |
| 170 | " " | 36" " " " | 7.50 | 1,275.00 | |
| 1,100 | " " | 12" Corr Galv Iron " | 1.50 | | 1,650.00 |
| 1,100 | " " | 18" " " " " | 2.50 | | 2,750.00 |
| 400 | " " | 24" " " " " | 3.75 | | 1,500.00 |
| 170 | " " | 36" " " " " | 6.00 | | 1,020.00 |
| 140 | Cu" " | Class "C" Concrete | 35.00 | 4,900.00 | |
| | | Total Grading with Concrete Pipe | | $ 47,665.00 | |
| | | Total Grading with Galvanized Iron Pipe | | | $44,710.00 |

### - SURFACING -

Quarry at Station 1040/00 — 16 Feet Wide, 8 Feet Thick

| | |
|---|---|
| Set Up | $ .15 |
| Quarrying | .60 |
| Crushing | .50 |
| Hauling | .60 |
| Spreading Etc. | .45 |
| Royalty | .05 |
| Unit Cost | $2.35 |
| Plus 15% | .35 |
| Total | $2.70 |

| | | | | | |
|---|---|---|---|---|---|
| 13,250 | Cu.Yds. | Top Course Broken Stone Surf. | $2.80 | $ 37,100.00 | |
| 13,250 | " " | Base " " " " | 2.60 | 34,450.00 | |
| 1,500 | " " | Maintenance Material | 2.25 | 3,375.00 | |
| 6,500 | " " | Filler | .50 | 3,250.00 | |
| | | Total Surfacing | | $ 78,175.00 | 78,175.00 |
| | | | | 47,665.00 | |
| | | Total Grading & Surfacing with Concrete Pipe | | $125,840.00 | 44,710.00 |

UNIT NO. 2

## - GRADING -

| | | | | | |
|---|---|---|---|---|---|
| All Required | | Clearing And Grubbing | | 100.00 | |
| 84,000 | Cu.Yds. | Common Excavation | $ .28 | $ 23,520.00 | |
| 11,000 | " " | Intermediate " | .55 | 6,050.00 | |
| 1,700 | " " | Solid Rock " | 1.60 | 2,720.00 | |
| 10,000 | " " | Overhaul | .05 | 500.00 | |
| 1,100 | Lin.Ft. | 12" Plain Concrete Pipe | 2.00 | 2,200.00 | |
| 1,100 | " " | 18" Reinf " " | 4.00 | 4,400.00 | |
| 400 | " " | 24" " " " | 5.00 | 2,000.00 | |
| 170 | " " | 36" " " " | 7.50 | 1,275.00 | |
| 1,100 | " " | 12" Corr Galv Iron " | 1.50 | | 1,650.00 |
| 1,100 | " " | 18" " " " " | 2.50 | | 2,750.00 |
| 400 | " " | 24" " " " " | 3.75 | | 1,500.00 |
| 170 | " " | 36" " " " " | 6.00 | | 1,020.00 |
| 140 | " " | Class "C" Concrete | 35.00 | 4,900.00 | |
| | | Total Grading with Concrete Pipe | | $ 47,665.00 | |
| | | Total Grading with Galvanized Iron Pipe | | | $44,710.00 |

## - SURFACING -

Quarry at Station 1040/00 — 16 Feet Wide, 8 Feet Thick

| | |
|---|---|
| Set Up | $ .15 |
| Quarrying | .60 |
| Crushing | .50 |
| Hauling | .60 |
| Spreading Etc. | .45 |
| Royalty | .05 |
| Unit Cost | $2.35 |
| Plus 15% | .35 |
| Total | $2.70 |

| | | | | | |
|---|---|---|---|---|---|
| 13,250 | Cu.Yds. | Top Course Broken Stone Surf. | $2.80 | $ 37,100.00 | |
| 13,250 | " " | Base " " " " | 2.60 | 34,450.00 | |
| 1,500 | " " | Maintenance Material | 2.25 | 3,375.00 | |
| 6,500 | " " | Filler | .50 | 3,250.00 | |
| | | Total Surfacing | | $ 78,175.00 | 78,175.00 |
| | | | | 47,665.00 | |
| | | Total Grading & Surfacing with Concrete Pipe | | $125,840.00 | 44,710.00 |
| | | Total Grading & Surfacing with Galvanized Iron Pipe | | | $122,885.00 |

## SUMMARY

## FOR COMPARISON OF BIDS

| With - | Conc. Pipe | Gal Irn Pipe |
|---|---|---|
| Cost of Grading & Surfacing Unit No. 1 | $ 85,047.50 | $ 84,327.50 |
| " " " " " " " 2 | 125,840.00 | 122,885.00 |
| Total Cost of Both Units | $211,887.50 | $207,212.50 |
| Lump Sum reduction, if awarded to one Bidder | 1,500.00 | 1,500.00 |
| NET TOTAL COST, if awarded to one Bidder | $210,387.50 | $205,712.50 |

File 85

January 28, 1924

DIVISION ENGINEER'S ESTIMATE OF COST FOR GRADING CRITERION-COW CANYON SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY FOR COMPARISON OF BIDS

Being more particularly from station 350, approximately 5.3 miles Northwest of the Criterion School South 14.1 miles to station 1094/33.9 near the junction of the Sherman and The Dalles-California Highways, at the head of Cow Canyon.

14.10 Miles of Grading

| | | | | | | |
|---|---|---|---|---|---|---|
| Clearing and Grubbing | | Lump Sum | | | $ 100.00 | |
| 140,000 | Cu.Yds. | Common Excavation | | .35 | 49,000.00 | |
| 8,000 | " " | Solid Rock Excavation | | 1.60 | 12,800.00 | |
| 30,000 | " " | Overhaul | | .05 | 1,500.00 | |
| 2,750 | Lin.Ft. | 12" Plain Concrete Pipe | | 2.00 | 5,500.00 | |
| 450 | " " | 18" Reinf " " | | 3.75 | 1,687.50 | |
| 80 | " " | 24" " " " | | 5.00 | 400.00 | |
| 40 | " " | 36" " " " | | 7.50 | 300.00 | |
| 2,750 | " " | 12" Corr Galv Iron | " | 1.75 | | 4,812.50 |
| 450 | " " | 18" " " " | " | 2.75 | | 1,237.50 |
| 80 | " " | 24" " " " | " | 4.00 | | 320.00 |
| 40 | " " | 36" " " " | " | 6.50 | | 260.00 |
| 35 | Cu.Yds | Class "C" Concrete | | 35.00 | 1,225.00 | |
| 70 | " " | Rubble Masonry | | 15.00 | 1,050.00 | |

Total for Comparison of Bids with Concrete Pipe $73,562.50

Total for Comparison of Bids with Corrugated Galvanized Iron Pipe $72,305.00

M. H. KNUDSEN
PRESIDENT

C. W. JOSLYN
SECY.-TREAS.

H. W. MORRISON
VICE PRES. & GENL. MGR.

# Morrison-Knudsen Company

GENERAL CONTRACTORS

EXECUTIVE OFFICE
302 BROADWAY, BOISE, IDAHO

February 11, 1924.

RECEIVED
FEB 12 1924
COMMISSION

Oregon State Highway Department,
Salem,
Oregon.

Gentlemen:

We are returning, under separate cover, profiles covering the Criterion-Cow Canyon Section, The Dalles-California Highway , upon which we were unsuccessful bidders recently.

Yours very truly,

MORRISON-KNUDSEN COMPANY,

By C W Joslyn
Secretary

WBS

The difficulty of securing borrowed material mentioned in the report is a factor which should have consideration.

The major changes, however, on this project, which have been suggested between Station 855 at Lakeview School and the south end of the project, Station 1094/35, are a more serious matter. Should the revisions which they suggest be found desirable, it would, according to their statement, change the character of the work and might make it necessary to readvertise the project, particularly as their statement is that better ground would be secured by this change, and lower unit costs would result.

Please go into this whole situation very thoroughly and be prepared to report at the Commission meeting to be held in Portland on the 4th of February. In order not to cause confusion, however, we have not withdrawn the project and bids will be received as advertised, and if the changes suggested are found desirable, our future course will then be determined.

Please give this matter your serious consideration.

Very truly yours,

State Highway Engineer.

BAK:HH

January 29, 1924.

Mr. C. W. Wasser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Attached is a report on federal aid project No. 102-B, Cow Canyon-Criterion Section, as made by the Bureau of Public Roads and dated January 28.

There are several minor changes in grade line suggested. Probably the grade line on this project, as on 103, has purposely been kept high on account of snow conditions, but this should be investigated on the ground and we should be governed by our experience on other projects of similar nature.

The difficulty of securing borrowed material mentioned in the report is a factor which should have consideration.

The major changes, however, on this project, which have been suggested between Station 855 at Lakeview School and the south end of the project, Station 1094/35, are a more serious matter. Should the revisions which they suggest be found desirable, it would, according to their statement, change the character of the work and might make it necessary to readvertise the project, particularly as their statement is that better ground would be assured by this change, and lower unit costs would result.

Please go into this whole situation very thoroughly and be prepared to report at the Commission meeting to be held in Portland on the 4th of February. In order not to cause confusion, however, we have not withdrawn the project and bids will be received as advertised, and if the changes suggested are found desirable, our future course will then be determined.

Please give this matter your serious consideration.

Very truly yours,

State Highway Engineer.

BAK:HI

January 29, 1924.

Mr. C. H. Purcell,
Division Engineer,
Bureau of Public Roads,
Portland, Oregon.

PR # 102-B

Dear Sir:

Reference is made to your letter of January 28th, in which you recommend the making of certain changes in the plans for Federal Aid Project No. 102 B.

We are instructing our Division Engineer to make a careful study of the conditions existing at each of the points mentioned in your letter, and to make a complete report upon same. The revisions which you recommend will be made unless careful investigation proves them to be undesirable.

We are not notifying prospective bidders upon this work that bids will not be received as advertised, but we will not open any of the bids that may be received unless, or until, it is shown that that you refer to in your letter as the major revision between Stations 855 and 1094+83.9, is unfeasible as compared with the location between those Stations as shown upon the plans which we have submitted.

We trust that this arrangement will not be unsatisfactory to you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer

SHP:TW
CC. C. W. Wanser, Division Engineer, The Dalles.

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

JAN 29 1924

January 28, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

A field inspection has been made of the location of Federal aid project No. 102-B (Cow Canyon-Criterion Section), and we find that many changes of grade and alignment appear desirable.

The grade line has been held high, doubtlessly on account of snow conditions in this locality; but it will be necessary to lower the grade line if sufficient material for making the fills is to be secured within the right of way, or, in many cases, even within the limits of the free haul.

The principal objection to the present location is the section between Station 855 at Lakeview School and the south end of the project, Station 1094/33.9. As located, the line is a tangent between these points, but it crosses bad ground. At Station 1022 the line drops down into a canyon, while between 1025 and 1032 it is in a solid rock cut of about 3600 cu.yds. Between Stas. 1022 and 855 the line is located across scab rock where the only soil available for making the fill is in the scattered hummocks or dunes of from 50 to 100 cu.yds. each. The ground also slopes to the northeast which would result in slow melting of snow.

By breaking this long tangent into three or four shorter tangents and following supporting ground one-fourth to one-half mile farther west, the line would avoid most of this hummock land and be located for a greater portion of the way through cultivated fields where it would be easy to obtain material for embankments without going outside of the 60-foot right of way. It would also head the canyon now crossed at Station 1022, and being on top of the plateau would have better exposure to the sun. Fewer and smaller pipe culverts would also be required on the higher ground.

Other minor changes seem desirable, as follows:

Station 375 - Continue back tangent ahead 200 or 300 feet before starting curve to left. This would reach supporting ground and avoid the heavy fill between Stations 380 and 385.

Stations 405 to 412 - Lower grade about one foot to reduce borrow in hummock formation. Not enough material within right of way to make fill as now shown.

Stations 421 to 435 - Same condition as from 405 to 412.

Stations 440 to 455 - Borrow can be reduced by change of grade.

Between Stations 477 and 485 would change grade from 5% to 5.3% (lowering grade 2½ feet at Station 477) to reduce borrow, as there is no material available within the right of way.

Between Stations 485 and 515, it seems desirable to change the line from the east side of the isolated butte or knoll to the west side, for the reason that the slopes on the west side are flatter, and it appears possible to get better support. The adverse grade between Stations 510 and 517 could be avoided, and the maximum grade reduced from the present 5% to about 4%. It would be necessary to make an actual survey to determine definitely the merits of this proposed change.

Stations 540 to 560 - Grade should be lowered to reduce excessive borrow in a place where no material is available.

The fill between Stations 565 and 570 could be reduced by a slight change of line between Stations 560 and 570.

Stations 580 to 590 - Grade should be lowered about 1½ feet.

Stations 620 to 650 - Grade should be changed to reduce the large amount of borrow.

Stations 700 to 710 - Grade should be lowered.

Stations 710 to 728 - Better support for the line can be secured by a slight line change, and grade so revised as to reduce borrow.

Stations 728 to 750 - Slight line change could be made to reach higher ground to right of Sta. 740, reducing both cut and fill, and also might reduce the maximum grade.

Altogether it appears possible to reduce the excavation quantities nearly 20% by careful revision of grade and alignment without detriment to the project. The minor changes between the beginning of the project at Sta. 350 and Sta. 855 could well be handled by your field forces during construction, and we would be inclined to approve the plans upon your assurance that the changes would be made insofar as they are found practicable; but the major revision between Sta. 855 and Sta. 1094, involving as it does an entire new right of way, and changing entirely the nature of the work to be performed, should be cleared up before approval of the plans.

As you are aware, it is necessary that the plans are satisfactory to this office before receiving bids, so it may be necessary to postpone the bid opening until the matter can be cleared up.

Very truly yours,

[redacted]
District Engineer.

ANSWERED
S. H. Probert

cc to Mr Klein in Portland

CONTRACT #713

PR 103 Sherman Co. Line-Cow Canyon 1923-1924

713

RJ-103

November 7, 1924.

Fidelity & Deposit Company of Maryland,
H. M. Pinney, Agent,
Oasco Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 718 for the construction of Unit 2, Sherman County Line-Cow Canyon Section of the Sherman Highway in Wasco County, consisting of 12.41 miles of grading and surfacing, has been completed by the contractors, Morrison-Knudsen Company and that final settlement will be made by the State with said contractors for work done under said contract on or after November 17th, 1924.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Blaisyer,
Chief Clerk.

Dict. by J. McFarland.

OR-103

Form No. [illegible]—22292—6M—8-28

OREGON STATE HIGHWAY DEPARTMENT

NOTED R.A.K.

# FIELD ENGINEER'S WEEKLY REPORT

Job Name: Grading & Surfacing, Units 1 & 2, Sherman County Line-Cow Canyon Section.

Date: November 1st, 1928.

Week from: October 25th to November 1st.

Mail Address: Shaniko, Ore.

Highway: Sherman.

Telegraph or Telephone Address: Shaniko, Ore.

County: Wasco. Job Prefix: 33 PS.

Express and Freight Address: Shaniko, Ore.

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Weather: Rain and snow from October 29th to date.

Surfacing completed October 31st. Final Estimate and Final Records on Unit 1, turned in on October 29th, two days before the completion of the job.

J.F.McGee, Transitman and J.H.Hall, Inspector, time checked on October 31st.

By instructions from Division Engineer, a survey and estimate will be made of guard fence required on the Sherman Highway from Grass Valley to the terminus of the Sherman Highway at Cow Canyon.

The following equipment transferred to Rufus, Ore., on October 31st:

Ford Car No. 28,

FWD Tank Truck No. 633.

This job now completed and ready for acceptance.

NOTED
J. WARZER

(See back of this sheet for instructions and detailed information.)

Signed: O.C.Seeley

Title: Resident Engineer.

## GRADING CONSTRUCTION

Total miles of grading on project 19.96

Miles completed 19.96

Miles completed except finishing All Completed.

Miles covered by contractor's forces " "

Miles cross-sectioned 19.96

Miles cross-sections completed and checked 19.96

Miles to be remeasured All completed.

Number men in Engineering Party None.

Contractor's average force for week No men,

No teams, No steam shovels

Grading work will be completed about Completed August 10th.

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project 19.96

Miles completed 19.96

Miles partially done All completed.

Average daily yardage placed this week None.

Average daily yardage necessary to complete on time Job completed.

Contractor's average force for week 15 men,

3 teams, No trucks

Percentage of total required yardage now in place 100 %.

Surfacing will be completed about Completed October 31st.

Number men in Engineering Party 1.

## SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

This job 33 PS Percentage 100 %.

Other jobs Percentage

Other jobs Percentage

Other jobs Percentage

PR #103

33 PS.
Subject: Royalties.
File 79.

Shaniko, Ore., October 8th, 1924.

79.

Mr. C.W.Vanser,
Division Engineer,
The Dalles, Ore.

Dear Sir:

Ypur letter of instructions relative to the payment of royalties to the Eastern Oregon Land Co., by the State Highway Commission, in accordance with Mr. Probert's letter dated September 30th, received.

The quantities of rock on which royalties are to be paid, will be placed on the monthly estimates, under the heading, "Statement of Materials furnished to Contractor", as stipulated in Mr. Probert's letter. The first estimate covering surfacing materials taken from this quarry on the Eastern Oregon Land Co. property, will be made up on October 10th.

From present indications, there will be but one estimate subsequent to the one of October 10th, which will be the final, which should be out by November 10th.

Respectfully,

C.C.Seeley,
Resident Engineer.

cc Mr. Probert.

PR #103

Mr. G. C. Seeley,
Resident, Engineer,
Shaniko, Oregon.

October 6, 1924

Dear Sir:

For our reasons for recognizing the agreement recently entered into between the Eastern Oregon Land Company and Subcontractors McDowell, covering payment of royalty on rock taken from the property of the Eastern Oregon Land Company for use in surfacing the Sherman County Line-Cow Canyon Section, we refer you to the attached copies of correspondence had last year with the Eastern Oregon Land Company pertaining to a similar agreement between that Company and Sauers and Sauers.

You will note that Mr. McKenzie of the Land Company politely informs us that we can either take it or leave it. What would be your suggestion under the circumstances?

The representative of the Commission who suggested in first instance that payment be handled in the manner prescribed in the agreement was Mr. Sibald, who, for a time worked as an assistant to Mr. Sievers, and who in that capacity looked after the acquiring of rights to rock and gravel for use in our work. The placing upon the State of responsibility for payment, looks good to the property owner, and probably seemed to Mr. Sibald to be a very satisfactory arrangement. To those of us who have to look after the carrying out of such schemes, however, the desireability of them is not so apparent.

On the whole, I think we have been very successful in evading arrangements whereby the Highway Commission assumes responsibility for payments to material men, sub-contractors and other parties with whom our contractors must deal.

Very truly yours,

R. H. A. Kubik
State Highway Engineer

By
S. H. Robert,
Office Engineer

Enc. 1
Enclosure
cc -U. W. Wanzer,
The Dalles, Oregon

Shaniko, Ore., October 4th, 1924.

33 PS.
Subject: Royalties.
File 79.

79.

Mr. C.W.Wanzer,
Division Engineer,
The Dalles, Ore.

Dear Sir:

In connection with a letter from Mr. Probert, dated September 30th, relative to royalties on rock to be purchased from the Eastern Oregon Land Co., by Geo. M. McDowell, Sub-contractor, under Contract No. 713 of the Morrison-Knudsen Co., I have to report as follows:

In accordance with the instructions in Mr. Probert's letter, a copy of the contract between the Eastern Oregon Land Co. and Geo. M. McDowell has been obtained by the Resident Engineer, and, in this contract, it is stipulated that monthly deductions shall be made from the monthly estimates to cover payment for the amounts of rock, placed on the road from the quarry of the Eastern Oregon Land Co. at the rate of four (4) cents per cu.yd. these amounts to be paid to the Eastern Oregon Land Co. by the Highway Commission.

As the contract between the Land Co. and Geo. M. McDowell, was made by the parties mentioned without the knowledge or intervention of the Highway Commission, it is not apparent that the Commission should be responsible for the collection of this bill of the Eastern Oregon Land Co. against the Sub-contractor any more than for any other bills for material incurred by the Sub-contractor.

The price or royalty for this material from the Eastern Oregon Land Co. quarry is 4 cents per cu. yd. while the price for the material from Quarry No. 1, on Unit 2, which is the other quarry on the same job, was a flat sum of $ 150.00 for a pit out of which 20,000 cu.yds. were obtained, making the unit price about 1/2 cent per cu.yd. or 1/8th of the Eastern Oregon Land Co. price.

Believing that you should be informed of these facts before going to the trouble of making the collections for the Land Co., I have submitted this report.

I would like to have instructions from you, in view of the conditions, verifying Mr. Probert's letter of instructions, so that they can be carried out in the next monthly estimate, which will be made up on October 10th.

Respectfully,
C.C. Fuller, R.E.

cc Mr Probert

PR #103

RECEIVED
OCT 8 1924
STATE HIGHWAY COMMISSION

The Dalles, Oregon - October 6, 1924

Mr. O. C. Seeley
Resident Engineer
Shaniko, Oregon

Dear Sir:

Referring to your letter of October 4th, in regard to carrying on your Monthly Estimate the "royalty on rock" to be considered as "material furnished to contractor", please be advised you are instructed to carry out this request of Mr. Probert's, care being taken that no rock be included that is taken from the right of way, only such quantities of broken stone manufactured from rock taken from the Eastern Oregon Land Company's property.

In view of the fact that you evidently think this matter is a little irregular and making a collection agency out of the highway department, I am enclosing a copy of a letter written by Mr. Probert to the general contractors, Morrison and Knudsen, advising them of the situation, for your information, which explains the reason for the above, it being naturally assumed that Morrison & Knudsen consented to the deal made by Geo. H. McDowell and was practically a party to the deal and for them to accept or reject the arrangement.

Yours very truly,

C. W. Wanzer
Division Engineer

CWW-vc

cc S. H. Probert

PR
#103

October 1, 1924

Mr. Robert L. Hamilton,
Box 286,
Weiser, Idaho.

Dear Sir:

Reference is made to your letter of September 29th requesting an estimate of the quantities moved by you between Stations 417 and 541 of Unit No.1, of the Sherman County Line--Cow Canyon Section.

We can not give you an exact estimate of quantities until after all work under the Morrison-Knudsen contract is completed and until the final estimate of quantities has been figured and checked. It will probably be several months before these final figures will be available.

The Resident Engineer's approximate estimate of quantities moved between Stations 417 and 541, prior to September 10th, 1924, is as follows:-

| | |
|---|---|
| Common Excavation | 17,000 Cu. yds. |
| Solid Rock Excavation | 1,390 " |

Please understand that these quantities may or may not be correct, and that they are subject to revision and correction at any time prior to the making of final payment to the Morrison - Knudsen Company.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

CC

RECEIVED
OCT 1 1924
OREGON

Weiser, Idaho.
Sept. 29, 1924.

Office State Highway Engineer,
Salem, Oregon.
Dear Sirs,—

Will you please mail me a copy of the amount of dirt, and solid rock, moved by me under Morrison Knudson Co. between Sta. 417, & Sta 541. on the Cow Canyon Section, Sherman ~~County~~ Highway, Wasco County. Ore.

and oblige.

Yours respectfully
Robert L. Hamilton.
Weiser,
Idaho.
Box 281.

ANSWERED
S. H. Probst

FORM 8A 84169 10M-4-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. LONE, CORVALLIS
} COMMISSIONERS

76 76

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #103

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No. 112-5-E

The Dalles, Oregon - September 27, 1924

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

Enclosed herewith find Final Estimate No. 6, in triplicate, also summary sheet, Unit No. 2, Contract No. 713, Grading and Surfacing Sherman County Line-Cow Canyon Section of The Dalles-California in Wasco County.

I am shipping by express today the following supporting data, in connection with the above:

Package No. 1 - Final Profile
2 - Mass Diagram
3 - Cross Section Notes
4 - Notes on Pipe Culverts and side ditches
5 - Transit Notes
6 - Classification Notes
7 - Platted Cross Sections
8 - Mass Diagram Computations
9 - Earth Work Computation Sheets
10 - Distribution Diagram Broken Stone Surf.
11 - Final 3 Daily Report Blanks Broken Stone Surfacing
12 - Final 48 Material Receipt Books.

I am attaching hereto, statement of overrun on this work, as prepared by Resident Engineer C. C. Seeley.

Yours very truly,

C. W. Wanzer
Division Engineer

By H. N. Hackett
Office Engineer

HNH-vc
encl.

QUANTITY SHEET

STATE OF OREGON
HIGHWAY DEPARTMENT (Sheet 1)

REPORT ON OVER-RUN ON JOB 33 PS.

Grading & Surfacing Unit 2, Sherman County Line-Cow Canyon Section, Sherman Highway, Wasco County. Contract No. 713. C.C.Seeley, Resident Engr.

UNIT PRICE WORK, COSTS.

| Item | Item No. | Amount Prelim. Estimate | Amount Final Estimate | | Amount Over-run | Amount Under-run. |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 1. | $ 483.50 | $ 483.50 | | -------- | ------ |
| Com. Excavation | 2 | 30,240.00 | 27255.92 | | | 2984.08 |
| Inter. Excavation | 3 | 5,390.00 | 3533.44 | | | 1856.56 |
| Solid Rock " | 4 | 3,740.00 | 12012.66 | | 8272.66 | |
| Overhaul | 5 | 600.00 | 150.60 | | | 449.40 |
| 12 Corr. Galv. Iron Pipe | 6 | 1650.00 | 1512.00 | | | 138.00 |
| 18" " " " " | 7 | 3080.00 | 2772.00 | | | 308.00 |
| 24" " " " " | 8 | 1400.00 | 1358.00 | | | 42.00 |
| 36" " " " " | 9 | 1105.00 | 1066.00 | | | 39.00 |
| Class "C" Concrete | 10 | 4760.00 | 4486.64 | | | 273.36 |
| Broken Stone Surf. Material | 11 | 72875.00 | 72270.00 | | | 605.00 |
| Maintenance " | 12 | 3375.00 | 4185.00 | | 810.00 | |
| Filler " | 13 | 4550.00 | 6874.00 | | 2324.00 | |
| Payhaul on Filler " | 14 | ------ | 290.75 | | 290.75 | |
| Totals | | $ 133248.50 | 138250.51 | | 11,697.41 | 6695.40 |

MISCELLANEOUS COSTS

| | | |
|---|---|---|
| Cost of Sprinkling done by State | 1972.50 | |
| Royalty on Filler paid by State | 100.00 | |
| Total Miscellaneous Costs | 2072.50 | |

SUMMARY

| | |
|---|---|
| Total Cost of Unit Price Work | $138,250.51 |
| " " " Sprinkling | 1,972.50 |
| " " " Royalty on Filler Material | 100.00 |
| Total including Unit Price & Miscellaneous Costs | 140,323.01 |
| Total Preliminary Estimate Exclusive of Engineering | 133,248.50 |
| Total Over-run | $ 7,074.51 |

( For Discussion by items, see Sheet 2)

NOTED
WANZER

REPORT OF OVER-RUN ON JOB 33PS. (Sheet 2)

| Item No. | Discussion. |
|---|---|
| 1 | Clearing & Grubbing. No over-run. |
| 2 | Common Excavation. Under-run, $ 2,984.08, due mainly to the fact that the total yardage on this unit was less in the Final Estimate than in the Preliminary Estimate by 8,317.7 Cu. Yds. |
| 3 | Intermediate Excavation. Under-run, $ 1856.56, due mainly to the same reason as stated under Item No. 2. |
| 4 | Solid Rock Excavation. Over-run, $ 8,272.66, due to the fact the solid rock was under-estimated in the preliminary estimate for the evident reason that nearly all cuts exceeding one foot in depth, solid rock was found in excavating, although the surface indications seemed to show common would be found. The Solid Rock was under-classified by about 66 %, in the preliminary estimate. |
| 5 | Overhaul. Under-run, $ 449.40, due to the fact that this item was evidently over-estimated in the Preliminary Estimate. |
| 6 | 12" Corr.Galv.Pipe. Under-run, $ 138.00, due to the fact that the drainage conditions did not require the amount of pipe shown in the Preliminary Estimate. |
| 7 | 18" Corr.Galv.Pipe. Under-run, $ 308.00, due to the same reason as stated under Item No.6. |
| 8 | 24" Corr.Galv.Pipe. Under-run, $ 42.00, dueto the same reason as stated under Item No. 6. |
| 9 | 36" Corr. Galv. Pipe. Under-run $ 39.09, due to the same reason as stated under Item No. 6. |
| 10 | Class "C" Concrete. Under-run, $ 273.36, due to the fact that there were less head walls than originally contemplated in the Preliminary Estimate for the reason that the number of pipes was cut down. |
| 11 | Broken Stone Surfacing Materials. Under-run, $ 605.00, due to the fact that the Preliminary Estimate evidently contemplated the use of extra material on soft sub-grade or during wet periods. In the actual laying of the material, no extra material was required except two loads in connection with approaches to water-filling station in Shaniko. |
| 12 | Maintenance Materials. Over-run, $ 810.00, due to the fact that the Preliminary Estimate lacked this amount to make 150 Cu. Yds. to the mile, which is the amount considered necessary on jobs of this type. |
| 13 | Filler. Over-run, $ 2,324.00 , due to the fact that conditions required 15 Cu. Yds. to the station, 10 Cu. Yds. being required in the base course and 5 Cu. Yds. in the top course. This amount, evidently had not been considered as necessary when the Preliminary Estimate was made up. |
| 14 | Payhaul on Filler. Amount expended for this Item, $ 290.75 which must be listed as an over-run owing to the fact that none seems to have been anticipated in the Preliminary Estimate. |

(Continued Sheet 3)

QUANTITY SHEET

STATE OF OREGON
HIGHWAY DEPARTMENT

REPORT ON OVER-RUN ON JOB 33 PS. (Sheet 3)
Miscellaneous Costs------- Discussion.

| Item No. | Discussion |
|---|---|
| Sprinkling. | This work done entirely by the State at a total cost of $ 1,972.50 which is an average cost per mile of $ 158.94 which compares very favorably with average sprinkling costs in Oregon. This water was bought from the City of Shaniko at the rate of 50 cents per thousand gallons. The extreme haul was 12.4 miles making the average haul 6.2 miles. |
| Royalties on Filler | This item covers amounts paid by the State for material obtained outside the limits of the 60 ft. right of way strip inluding filler and material used in grading. The total cost of this Item is $100.00 The topography and geology of the country through which this highway is constructed, has made it difficult to secure material for embankment construction and filler, at a reasonable distance, outside the right of way, which is suitable for filler. |
| Engineering Cost. | This item covers Construction Engineering done under the supervision of the Resident Engineer and amounts in tatal on this job to $6,575.06 which is 4.7 %. |
| Remarks: | The Grading & Surfacing on Unit 2, which is 12.41 miles in length, was begun on February 24th, 1924 and entirely completed on August 30th, 1924. The final records were turned in on September 20th, 1924 The finshed job has been the subject of much favorable comment in this district. The work was done in a workmanlike manner in fast time and at a low engineering cost. Not a dollar's worth of cost plus work was done on this job. |

Respectfully submitted,

C.C.Seeley, 9/26/24

C.C.Seeley,
Resident Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

August 29, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #103, Wasco County section of the Sherman Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell.
District Engineer.

Form P. R. 2

State Oregon

Project No. 108

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of July, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 26th day of November, 1923, a project statement, which was approved by the Secretary on the 29th day of December, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of February 1924, and approved by the Secretary on the 19th day of June, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred forty-two thousand, nine hundred forty-eight and 12/100

dollars ($142,948.12) as the share of the United States payable under said act on account of said project, which does not exceed 61.12673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920

(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 417+87.2, a point at the Sherman-Wasco Counties line at the southerly end of Oregon Federal Aid Project No. 91, and survey station 143+89.7, a point at the head of Cow Canyon near the northerly end of Oregon Federal Aid Project No. 72, terminal points, a distance of 19.96 miles, known locally as the Wasco County Section of the Sherman Highway, Wasco County.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of one hundred forty-two thousand, nine hundred forty-eight and 12/100 dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of two hundred thirty-three thousand, eight hundred seventeen and 10/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)
(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)
of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: In accordance with Resolution of August 7, 1917, under Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 19th day of June, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Adams
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

Howard M. Gore
ACTING *Secretary of Agriculture.*

FORM NO. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 417+87.2, a point at the Sherman-Wasco Counties line at the southerly end of Oregon federal Aid Project No. 91, and survey station 145+89.7, a point at the head of Cow Canyon near the northerly end of Oregon Federal Aid Project No. 72, locally known as the Wasco County Section of the Sherman Highway, Wasco County, and designated in the records of this Department as Project No. 103, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $233,817.10 as the total estimated cost of said project, and the sum of $142,948.12 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 19th day of June one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—1920

F 7 C

June 17th, 1924. PR 103

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your inquiry regarding the structure substituted on the Sherman County Line-Cow Canyon Section, Federal Aid Project 103.

At Station 556/40 a standard five-foot by seven-foot cattle pass is being substituted for the three nineteen-foot spans of wood trestle called for on the original Federal aid plan. Four blue prints of the standard five-foot by seven-foot cattle pass plans are being sent you, under separate cover.

As the opening at this point is being constructed primarily for drainage purposes, with the cattle pass feature being purely secondary, it would appear that the structure might be eligible for Federal aid, and we will prepare our vouchers upon this basis unless advised to the contrary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer

Dict. by J. W. DeSouza : TW

FF FF

PG-103

NOTED
State Highway Engineer

RECEIVED
DEC 31 1924
OREGON
STATE HIGHWAY COMMISSION

The Dalles-Oregon
December 29, 1924

Morrison-Knudsen Company
502 Broadway
Boise, Idaho

Gentlemen:

Referring to your letter of November 24th, 1924, enclosing a letter and bill from Mr. Geo. M. McDowell for hauling of maintenance material amounting to $673.20 for work done under your contract No. 713, being the contract for grading and surfacing the Sherman County-Cow Canyon Section of the Sherman Highway.

This matter has been taken up and thoroughly considered by the writer and Mr. Roy A. Klein, State Highway Engineer and we can not see any way how we could recommend or approve this bill and the same is not approved for the following reasons, viz.-

If you will read the clauses under the following subtitles of the Special Provisions of your contract, viz-

Contractor to "Acquire and develope sources of materials" on page 5 - "Maintenance Materials" on page 6 - "Materials", "Point of Deposit", "Stock Piles", "Quantities" and "Measurement and Payment" on page 7, you will find that the furnishing and stock piling of maintenance material was just as much a part of the contract as any other part and as the selection of the source of materials or the set up was left to the contractor, in making such selections he should have taken into consideration that he would have to stock pile his maintenance material and that all expense incidental thereto was to be borne by the contractor as it is plainly stated in the contract.

The site chosen by the contractor for the plant set up on Unit No. 1 afforded no convenient place to stock pile directly adjacent to the plant unless we allowed them to stock pile in the creek bed itself, if they desired to stock pile by means of a belt or bucket conveyor. Of course the creek bed was out of the question as far as we were concerned, as would probably lose most of the material in the first freshet that occurred and the place finally selected and agreed to by us was only a few hundred feet from the plant, about 300 foot haul.

On Unit No. 2 there was a convenient place to stock pile adjacent to the set up and could have been done by conveyors if the contractor has so de-

as a matter of fact there was a shortage of power, in other words ...ired all the power they had to operate the crushing plant and it would ...ve been necessary to install extra power to handle the conveyor equipment, hence they preferred to haul the material to a point along side the highway, dumped by trucks and spread over considerable ground and was not stock piled 15 feet high as called for and measured by cross sectioning but was allowed by truck measurement, thereby the state sufferred a loss of at least 10% in yardage, as you well know and we do too, having made many test that truck measurement at bunkers will go 10% over cross section measurement of stock piles 15 feet high or over due to settlement etc., hence the 1860 yards of maintenance material that we paid you $2.25 per yard for on Unit No. 2, would have amounted to approximately only 1674 cubic yards, a loss to us of at least 186 yards or $418.50, the same as the contractor claims it cost him to haul the material, but he also saved the cost of stock piling by means of a conveyor or otherwise, which would have cost him 12 to 15 cents a yard if he stock piled the same.

The same thing holds good on Unit No. 1.

Furthermore, we do not think the sub-contractor lost any money on this maintenance material, in fact even as the matter stands, not allowing these bills, the maintenance material was moreprofitable to them than the material placed on the road. As on Unit No. 1 there is only a difference of 30 cents and on Unit No. 2 of 50 cents per cubic yard between maintenance material and the surfacing material placed on the road bed and you as well as we know that you cannot haul spread and process this material for 30 cents and 50 cents respectively over a 20 mile stretch, not 30 and 50 cents per yard mile, but per cubic yard in place over the whole 20 miles. Thus you can readily see that the maintenance material as paid for was the most profitable end of the contract.

I have gone into detail in this matter in order to show you that it has been thoroughly considered by Mr. Klein and myself.

Wishing you a prosperous New Year, I am

Yours very truly,

C. W. Wanzer
Division Engineer

CWW-vc

cc Roy A. Klein
Geo. M. McDowell

FORM 8A 83867 10M-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR# 103

# OREGON STATE HIGHWAY COMMISSION

SALEM

33 PS.
Subject: Corrections of Estimate.
File 83.

Klamath Falls, Ore., Dec. 15,1924.

IN YOUR REPLY PLEASE
REFER TO FILE NO. 83.

MR. ROY A. KLEIN,
State Highway Engineer,
Salem, Ore.

(Attention Mr. Probert)

Dear Sir:

In reply to your letter dated December 11th, relative to lumber and timber in wooden bridge on the Sherman County Line-Cow Canyon Section: I have to report that, in order to answer your questions accurately as to whether the lumber in the laminated deck is rough or rough or dressed, it would be necessary to make an inspection of the bridge in question. The amount of the material which is in doubt, would not warrant the expense, which would be at least $ 50.00, in case I made the trip from Klamath Falls.

No instructions were given the Contractor by the Resident Engineer, as to the use of sized material in laminated decking .

Respectfully,

C.C.Seeley,

C.C.Seeley,
Resident Engineer,

cc Mr. Wanzer,

Mr. C.C. Seeley,
Resident Engineer,
Klamath Falls, Oregon

December 11, 1924

Dear Sir:

In reply to the inquiry in your letter of December 9th in regard to the payment of contractors for lumber and timber used in bridge construction, we wish to advise that we allow payment for all lumber and timber used provided same conforms with plans and specifications. If, however, the contractor, either intentionally or otherwise, makes a substitution which increases the F. B. M. without giving us a correspondingly better structure, we do not see why the State should be "stuck" for same, and, therefore, we make allowance only for the quantity of material that would have been required if the plans and specifications had been followed.

Our plans and specifications explicitly call for rough lumber in laminated bridge decks, and the reason for this is that much less rough lumber is required, owing to the fact that rough lumber is from one-quarter to one-half inch thicker than sized lumber. The saving is about fifteen percent, which on even a short structure amounts to considerable.

Several of our contractors have intentionally substituted sized lumber for rough in bridge decking, expecting to be able to collect on the extra F.B.M. involved. Our checkers have been instructed to watch this feature, however, and to allow payment to be made for only the required quantity of rough material.

Please advise us as to whether rough or sized lumber was used in the decks of the bridges on the Sherman County Line-Cow Canyon Section. If sized lumber was used, please state whether or not you instructed the contractor to deviate from the plans in this respect, and explain any other conditions that might have a bearing on the allowance or rejection of the extra cost involved.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L
cc-C. W. Wanzer, Div. Engr.
The Dalles, Oregon

PR #103

OREGON STATE HIGHWAY COMMISSION

December 6, 1934

Mr. G.G. Seeley,
Resident Engineer,
Box 1136,
Klamath Falls, Oregon

Dear Sir:

In connection with the final check of quantities on the Sherman County Line-Cow Canyon section, 35 PS, we are returning to you, herewith, the following:

1 Final estimate
1 Book culvert and bridge notes
1 Book chart

There were no tickets submitted to cover filler material. How did you arrive at the quantities shown on the rock chart?

For filler haul, you have evidently allowed a 500 ft. free haul on material hauled more than 500 feet. This is not in accordance with the special provisions for this particular job. The special provisions are not as clear on this point as they might be, but if the 500 feet was to be deducted this fact would have been specifically mentioned.

You have not named the different members in your bill of material for "Lumber and Timber" in the bridge at 607+50. The decking, for a 19 ft. span allowing 1 ft. at each end for connections, should be 21 x 6 = 126 pcs of 2"x 6" - 20'. You evidently have allowed 146 pcs. which may have been the actual number of pieces used if the lumber was dressed on two sides, but as the specifications call for rough lumber, the final amount should be computed for rough lumber or 6 pcs. to the foot of bridge.

Your bill of material includes only 2- 12"x 12" pieces. It would seem that there should be four of these to provide for both caps and sills.

Please go over the points noted above and make the necessary corrections.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. McC/L

cc-C.W. Wunser, Div. Engr.
The Dalles, Oregon

FORM 8A 25007 10M-9-24

WILLIAM DUBY, SALEM, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

PG-103

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

33 PS.
Subject: Sale of Tent Floor.
File 83.

Shaniko, Ore., November 13th, 1924.

IN YOUR REPLY PLEASE
REFER TO FILE NO. 83.

Mr. C.W.Wanzer,
Division Engineer,
The Dalles, Ore.

RECEIVED
NOV 15 1924
State Highway Commission

Dear Sir:

Please find enclosed herewith, check of B.F.Herrling in payment for the lumber in the floor of our office tent at the site of Quarry No.2.

We were offered the sum of $ 2.50 for this lumber by Mr. Herrling, and took his check in payment for same.

Please have this amount credited to:

Job 33 PS, Account No. 446.

Respectfully,

C.C.Seeley,

C.C.Seeley,
Resident Engineer.

FORM 8A 86997 10M-6-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OG-103

# OREGON STATE HIGHWAY COMMISSION

33 PS.
Subject: Sale of Tent Floor.
File 83.

SALEM Shaniko, Ore., November 13th, 1924.

IN YOUR REPLY PLEASE
REFER TO FILE No. 83.

Mr. C.W.Wanzer,
Division Engineer,
The Dalles, Ore.

RECEIVED
NOV 15 1924
STATE HIGHWAY COMMISSION

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Please have this amount credited to:

Job 33 PS, Account No. 446.

Respectfully,

C.C.Seeley

C.C.Seeley,
Resident Engineer.

SPECIAL PROVISIONS

Grading and Surfacing Units 1 and 2.
Sherman County Line-Cow Canyon Section.

BIDS ON ONE OR BOTH UNITS

Contractors may bid upon either Unit No. 1 or Unit No. 2, or they may bid upon both Unit No. 1 and Unit No. 2.

The itemized bids shall be understood to contemplate the award of either or both of the two units unless otherwise qualified by appropriate entries in the qualification clauses listed upon the last of the special bidding sheets attached between Pages 12 and 13 of the proposal form.

In case the contractor can submit lower total bids if he is assured theaward of both Unit 1 and Unit 2, he should show by proper entries in the qualification clauses, above referred to, a lump sum by which he will reduce the sum of his itemized bids if awarded both units. The lump sum reduction will be made fifty per cent from each unit, and the deductions covering same shall be made from the final or semi-final estimates, unless in the opinion of the Engineer, the contractor has bid an unbalanced or excessive reduction, in which event the deductions covering same will be made at such times during the progress of the work as the Engineer may elect.

In considering bids the State Highway Commission will take into consideration the combined cost of the two units as well as the cost of each individual unit, and the low bidder upon either unit will have no claim upon the award if the acceptance of his bid would result in a higher total cost for the two units than some other bid, or combination of bids.

CLEARING AND GRUBBING

In case the accepted bid includes what the Engineer considers to be an unbalanced or excessive price for clearing and grubbing, no payment for clearing and grubbing work will be made until all work under the contract is completed.

CLASSIFICATION

Unit No. 1:

All excavation in connection with the work on Unit No. 1 will be classified on the two classification basis described on page 21 of the Standard Specifications.

APPROVED: R. H. J. Wilson
ACTING CHIEF, BUREAU OF PUBLIC ROADS.

SPECIAL PROVISIONS

Grading and Surfacing Units 1 and 2,
Sherman County Line-Cow Canyon Section.

## BIDS ON ONE OR BOTH UNITS

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In considering bids the State Highway Commission will take into consideration the combined cost of the two units as well as the cost of each individual unit, and the low bidder upon either unit will have no claim upon the award if the acceptance of his bid would result in a higher total cost for the two units than some other bid, or combination of bids.

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In case the accepted bid includes what the Engineer considers to be an unbalanced or excessive price for clearing and grubbing, no payment for clearing and grubbing work will be made until all work under the contract is completed.

## CLASSIFICATION

Unit No. 1:

All excavation in connection with the work on Unit No. 1 will be classified on the two classification basis described on page 21 of the Standard Specifications.

APPROVED: R. H. J. Wilson
ACTING CHIEF, BUREAU OF PUBLIC ROADS.

Sherman County Line-Cow Canyon - 2

Unit No. 2:

All excavation in connection with the work on Unit No. 2 will be classified on the three classification basis described on page 21 of the Standard Specifications.

## CULVERT PIPE

Contractors will submit alternate bids upon concrete pipe and corrugated galvanized iron pipe. The type of pipe to be used on each unit shall be determined by the State Highway Commission at the time of making awards.

## BROKEN STONE SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps, and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraphs below, and to the attached or accompanying cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

The surfacing shall be constructed in three courses. The first course shall consist of base course materials, and shall be approximately four (4) inches in thickness; the second course shall consist of top course materials and shall be approximately three (3) inches in thickness; the third course shall consist of topcourse materials and shall be approximately one (1) inch in thickness.

The finished surfacing shall have a bottom width of eighteen (18) feet and a top width of Fourteen (14) feet. Each course shall entirely cover and overlap the course below it, as indicated on the typical cross-section plan attached.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. The loss by abrasion when tested in the manner described in Bulletin No. 555 of the U.S.Department of Agriculture shall not exceed eight (8) per cent.

Prospective, but not guaranteed, sources of suitable rock are indicated on the plans. The contractor shall commence the development of no source of materials until the rock available from it has been tested and approved, by the State Highway Department Testing Laboratory, and until it has been approved by the Engineer.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburdan, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more

than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (¼) inch square opening. It need not contain any material passing a three quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings, and shall contain not to exceed thirty-five (35) per cent of materials passing a one-quarter (¼) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Course Materials:

In handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Placing Materials:

The placing of materials from a given set-up shall, in every instance, be commenced at the point where the vehicles delivering the materials enter upon the road, and it shall progress away from that point, first in one direction to the end of the section or unit being surfaced from that set-up, and then in the other direction to the other end of that section or unit.

Each course of materials must be in place at least one mile in advance of the course which is to cover it, and the trucks or other hauling vehicles must, in passing back and forth between the point of entry upon the road and the points of deposit travel over the surfacing materials that are in place between those points. This travel shall be distributed over the width of the surfacing in such manner as to be most effective in the compacting of the surfacing materials.

Incorporation of Filler

Immediately following the depositing of the materials for a given course, the materials shall, by means of suitable blade graders, be spread and shaped to uniform crown and even surface.

There shall then be spread over the materials, a course of "filler" material of the kind and quality hereinafter specified, and this filler material shall, in the manner hereinafter described, be incorporated and mixed with the rock in the course below it.

Unless otherwise ordered, "filler" shall be added to and incorporated with each course of the surfacing.

Blading and Dragging:

The contractor shall do such blading and dragging of each course as may be necessary to bring it to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain it free from ruts and true to the crown, grade and surface to which it is first constructed. It shall be maintained until covered, or until all surfacing to be constructed under the contract is completed; provided, however, that when the whole of a section being surfaced from one-set-up is entirely completed, the maintenance of that section will be taken over by the State, and further blading and dragging on that section will not be required of the contractor.

Blading Equipment:

For the performance of the blading work incidental to the construction of the surfacing as above specified, the contractor shall have in operation during the whole of the time that construction is in progress, all of the following described blading equipment and such additional equipment of that kind as may be necessary to produce the specified results:

(1) Two light blade graders to be used in the spreading of the surfacing and filler materials.

(2) One heavy, eight (8) foot blade grader to be used in incorporating filler with the surfacing materials, and in keeping the surfacing maintained and shaped up under traffic.

(3) Such numbers of trucks, tractors and / or teams as are required to efficiently operate the above listed graders.

The heavy eight-foot grader shall be equipped with rubber tires.

In case two crushing plants are to be operated at the same time, two complete blading outfits such as specified above will be required.

All equipment shall be in good condition when brought onto the work and shall be maintained in good repair at all times.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor, and paid for as "extra work", or shall be done by state forces without cost to the constractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover the preparation of subgrade, the furnishing, screening, crushing and hauling, spreading and compacting of materials, the incorporating of filler, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

## MAINTENANCE MATERIALS

Work to be Done

Under this item the contractor shall produce and leave in stock piles at the points of production, broken stone to be used later in connection with maintenance work.

Materials:

Maintenance materials shall conform in every respect to the specifications hereinbefore given for materials for use in the top course of broken stone surfacing.

Point of Deposit:

Maintenance materials shall be deposited in stock piles at such points adjacent to the crusher set-ups as the contractor may select, provided the piles are so located as to be easily accessible to trucks, and provided the sites so selected are in all respects reasonably suitable for the purpose.

Stock Piles:

The sites for the stock piles shall be cleared of all brush, trees, stumps, loose stones, and other matter which might become mixed with the broken stone, or which might interfere with the picking up of the broken stone when same is to be removed.

The piles shall be not less than fifteen (15) feet in height with side slopes not flatter than one and one-half to one; they shall be neat and regular in form, and they shall cover as small areas as practicable.

Quantities:

The quantities of maintenance materials to be stockpiled at each crusher set-up shall be as the engineer may order.

Measurement and Payment:

Payment for maintenance materials will be made at the price bid per cubic yard for that item, which price shall be understood to cover the cost of the producing, delivering and piling of the materials and the preparation of the stock pile sites.

The quantity to be paid for shall be the number of cubic yards delivered in accordance with the above specifications, as determined by cross-section measurement of the completed stock piles. No allowance will be made for settlement or shrinkage.

## FILLER

Under this item filler materials shall be placed by the contractor in accordance with the following provisions:

Material:

Material for use as "filler" shall be clay or other earth material possessing suitable binding qualities. It shall be free from stones, lumps, clods and foreign matter of all kinds. It shall be uniform in texture, well pulverized and otherwise suitable for the purpose which it is to serve.

Sources of Filler Materials:

Materials for use as "filler" shall be obtained from such sources as the engineer may select.

The right to take materials from such sources as the engineer may select will be acquired by the State Highway Commission without cost to the contractor.

Development of Sources:

The development of the sources of filler materials, including the removal of overburden and the construction and maintenance of hauling roads shall be considered to be a part of the work to be done in connection with the furnishing of filler materials, and the cost thereof shall be borne by the contractor.

Incorporation of Filler:

After the course of surfacing in connection which the filler is to be used has been spread to uniform crown and even surface as elsewhere provided, the filler materials shall be spread uniformly over the surfacing materials in such quantity as the Engineer may direct. The incorporation or mixing of the filler with the surfacing materials in the course being filled, shall then be accomplished in the following manner.

By means of a heavy blade grader the surfacing materials in the course being filled and the filler material to be mixed with them, shall be moved, first, from their position on the road, to the edges of the road, and second, back into position again. This operation of moving the materials to the sides or edges of the road, and then back into position shall be performed at least twice, and more times if necessary for the thorough mixing of the filler with the surfacing materials.

After the filler is thoroughly mixed in, the course shall be reshaped to uniform crown and even surface and so maintained as hereinbefore specified.

Measurement and Payment:

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per yard mile.

A yard-mile of "filler-haul" shall be understood to be the hauling of one cubic yard(loose measure) of "filler" for a distance of one mile. The lengths of haul shall be measured in one-half mile units; and fractional half-miles will be allowed for as full half-miles; that is, hauls of less than one-half mile will be allowed for as hauls of one-half mile, hauls of more than one-half mile but less than one mile will be allowed for as hauls of one mile, etc. etc.

MAINTENANCE IN CASE OF FAILURE TO COMPLETE AS SPECIFIED

In case the contractor fails to complete the work to be done under this contract within the time specified, with the result that work must be carried over the winter of 1924-25, the contractor shall maintain the roadbed and surfacing during the winter months, and in the spring he shall regrade the roadbed, reshape the surfacing, and do all things necessary to place the roadbed in proper condition to be surfaced and to place the uncompleted surfacing in a proper condition for the continuance of the work. The job will not be considered to be completed until all erosion and damage occurring during the winter months has been repaired, and until the whole of the roadbed and surfacing is in the same finished condition that it would have been in at its completion, had it been completed on time.

All expense incurred in connection with the maintaining, regrading, repairing, and refinishing as above specified shall be borne by the contractor; provided, however, that he will be allowed payment at his unit bid prices for the excavation of slides and for the excavation of materials necessary to build settled fills

back to proper grade; and further provided, that he will be relieved of maintenance and repair expense in connection with sections of the project more than two miles in length which are entirely completed prior to the specified date for completion.

Maintenance of surfacing, as above specified, to be done shall include all such dragging and blading as may be necessary to keep whatever surfacing materials are on the road free from ruts, and properly crowned and in good usable condition during the winter and spring.

FORM 55 [illegible] 10M-6-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #103

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

The Dalles, Oregon

November 7, 1924

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

DearSir:

Enclosed herewith, statement of overrun on Unit No. 1, Grading and Surfacing Sherman County Line-Cow Canyon section of the Sherman Highway, in Wasco County, as prepared by Resident Engineer, C. C. Seeley.

Yours very truly,

C. W. Wanzer
Division Engineer

By H. N. Hewitt
Office Engineer

HNH-vc
encl.

REFERRED TO
BHP
BY R. A. K.

QUANTITY SHEET

STATE OF OREGON
HIGHWAY DEPARTMENT

Sheet 1

REPORT ON OVER-RUN ON UNIT 1, JOB 33 PS.

Grading & Surfacing Unit 1, Sherman County Line-Cow Canyon Section, Sherman Highway, Wasco County. Contract No. 713. C.C.Seeley, Resident Engineer.

UNIT PRICE WORK COSTS. November 4th, 1924.

| Item | Amount Prelim. Estimate | Amount Final Estimate | Amount Over-run | Amount Under-run |
|---|---|---|---|---|
| 1 Clearing & Grubbing | $ 354 .00 | $ 354.00 | 0.0 | 0.0 |
| 2 Common Excavation | 22260.00 | 18,408.73 | | 3,851.27 |
| 3 Solid Rock Excav. | 8700.00 | 16,775.20 | 8,075.20 | |
| 4 Overhaul | 600.00 | 448.20 | | 151.80 |
| 5-12" Corr.Iron Pipe | 1350.00 | 1,176.00 | | 174.00 |
| 6-18" " " " | 1260.00 | 1,366.40 | 106.40 | |
| 7-24" " " " | 910.00 | 994.00 | 84.00 | |
| 8-36" " " " | 1170.00 | 1,274.00 | 104.00 | |
| 9 Class "A" Concrete | -------- | 537.84 | 537.84 | |
| 10 " "B" " | 720.00 | 389.88 | | 330.12 |
| 11 " "C" " | 3060.00 | 3,143.98 | 83.98 | |
| 12 Rip Rap | 187.50 | ------- | | 187.50 |
| 13 Lumber & Timber | 2000.00 | 610.16 | | 1389.84 |
| 14 Rubble Masonry | -------- | 1,447.95 | 1447.95 | |
| 15 Reinforcing Steel | -------- | 193.10 | 193.10 | |
| 16 Broken Stone Surfacing | 40000.00 | 40,080.00 | 80.00 | |
| 17 " " Maintenance | 2200.00 | 2,490.40 | 290.40 | |
| 18 Filler | 2800.00 | 3,326.40 | 526.40 | |
| 19 Payhaul on Filler | -------- | 335.50 | 335.50 | |
| TOTALS | $87,571.50 | 93,351.74 | 11,864.77 | 6,084.53 |

MISCELLANEOUS COSTS

Sprinkling done by State---------- $ 841.98

SUMMARY

| | |
|---|---|
| Total Cost of Unit Price Work ---------- | $93,351.74 |
| " " " Sprinkling---------- | 841.98 |
| Total of Unit Price & Miscellaneous costs---------- | 94,193.72 |
| Total Preliminary Estimate Exclusive of Engineering---- | 87,571.50 |
| Total Over-run---------- | 5,780.24 |
| Total Engineering Cost Incurred by Resident Engineer---- | 3,515.78 |
| Percentage of Engineering Cost---------- | 3.7 %. |

QUANTITY SHEET

STATE OF OREGON
HIGHWAY DEPARTMENT
REPORT ON OVER-RUN JOB 33 PS, UNIT 1. (Sheet 2)

| Item No. | Discussion |
|---|---|
| 1. | Clearing & Grubbing, No over-run. |
| 2. | Common Excavation, Under-run, $ 3,851.27, This under-run due to two causes: First, the total yardage on this unit under-ran the total yardage in the preliminary estimate by 3,600.6 Cu.Yds. Second, a considerable amount of yardage which was estimated as common, in the preliminary estimate, proved to be solid rock when the cuts were excavated. |
| 3. | Solid Rock Excavation, Over-run, $ 8075.20, due to the fact that the rock was under-estimated in the preliminary estimate, the surface indications in this district showing common excavation, which in most instances, proves to be a thin stratum of soil under-laid with rock. |
| 4. | Overhaul, Under-run $ 151.80, due to the fact that this item was over-estimated in the preliminary estimate. |
| 5. | 12" Corr. Iron Pipe, Under-run, $ 174.00, due to the fact that drainage conditions did not require the full amount estimated in the preliminary estimate. |
| 6. | 18" Corr. Iron Pipe, Over-run, $ 106.40, due to the fact that drainage conditions required more pipe by this amount than was anticipated in the preliminary estimate. |
| 7. | 24" Corr. Iron Pipe, Over-run, $ 84.00 due to drainage conditions. |
| 8. | 36" Corr. Iron Pipe, Over-run, $ 104.00 " " " " |
| 9. | Class "A" Concrete, Over-run, $ 537.84 due to the fact that, at Station 556, a 7 X 8 Cattle Pass was substituted for a 3-span Timber Trestle. |
| 10. | Class "B" Concrete, Under-run, $ 330.12 due to the fact that the elimination of the Timber Trestle mentioned above, eliminated 16 Class "B" Concrete Pedestals. |
| 11. | Class "C" Concrete, Over-run $ 83.98 due to the fact the larger culvert pipe had to be increased, owing to reasons stated above. The Class "C" concrete headwalls had to be increased accordingly. |
| 12. | Rip Rap, Under-run, $ 187.50, No Rip Rap required. |
| 13. | Lumber & Timber, Under-run, $ 1389.84, due to substitution of masonry and concrete Cattle Pass for Timber Trestle. |
| 14. | Rubble Masonry, Over-run, $ 1447.95 due to the reason stated under Item No.13 |
| 15. | Reinforcing Steel, Over-run, $ 193.10, due to reason stated under Item No.13 |
| 16. | Broken Stone Surfacing Material, Over-run $ 80.00 due to the fact that the total amount required was under-estimated in the preliminary estimate. |

(Continued on Sheet 3)

QUANTITY SHEET

STATE OF OREGON
HIGHWAY DEPARTMENT

REPORT ON OVER-RUN JOB 33 PS, UNIT 1. (Sheet 3)

Item No. Discussion

17. Broken Stone Maintenance Material, Over-run, $ 290.40, due to the fact that the amount required was under-estimated in the preliminary estimate by the amount stated above.

18. Filler Material, Over-run, $ 526.40, due to the fact that the amount estimated in the preliminary estimate had to be increased by the amount stated above, owing to the character of the surfacing materials.

19. Payhaul on Filler, Over-run, $ 335.50, due to the fact that no payhaul was estimated in the preliminary estimate and the amount stated above was required.

Engineering Cost

Engineering Cost on Unit, 1$ 3,515.78, which 3.7 % of the cost of construction, which, from records available, seems to be lower than on any similar piece of construction done in the state to date.

Sprinkling Cost

Sprinkling done by the State at a total cost of $ 841.98 which is an average cost per mile of $ 111.52 This is also the lowest cost per mile for sprinkling on similar work in the State to date. The extreme haul was 7.55 miles, on this unit.

Remarks

The Grading and Surfacing on Unit 1, was begun on February 24th, 1924 and completed on October 31st, 1924, two months ahead of the date specified for completion. The final records and final estimate were mailed to the Division Office on October 29th, two days before the completion of the job.

The job was completed in remarkably fast time, at an exceptionally low engineering cost, and in a very efficient manner, without the expenditure of one dollar for cost plus work.

The finished road was inspected by Dr. Hewes, a high official of the Bureau of Public Roads, who stated to the Resident Engineer, that this was the best piece of road of its type that he had been over.

Respectfully submitted,

C.C. Seeley.

C.C.Seeley,
Resident Engineer,

24th Jr
The above should have been weight
of mats by cross ties a software problem
has malfunctioned - Estimate if input is applied
CWH

PR #103

April 28th, 1924.

Central Oregon Irrigation Company,
Deschutes, Oregon.

Attention Mr. Stanley, President.

Gentlemen:

Receipt is acknowledged of your letter of April 25th, making inquiry as to who holds the contract for the fencing of the Highway now being built in the vicinity of Shaniko.

The Highway Department has no contract in force for any fencing work in the vicinity of Shaniko. The Morrison-Knudsen Company, 320 Broadway, Boise, Idaho, holds a contract for the grading and surfacing of the Section of the Sherman Highway between the Sherman County Line North of Shaniko, and the head of what is known as Cow Canyon. This contract does not, however, contemplate any fence construction.

It is not entirely clear to us whether by fence construction you refer to the construction of guard fence or to the construction of fences on the right-of-way lines. In this connection we might state that all fencing of right-of-way lines is done by the adjacent property owners, and that no such fencing is done by the State Highway Department. Such wood guard fences as are required for the Sherman County Line-Cow Canyon Section which is now being graded, will probably be constructed by State Forces during the 1925 season.

As you are probably aware, wood guard fence construction calls for sawed timber posts, and ordinarily we specify either Cedar or Fir for this purpose. If, however, sawed Juniper posts are available we might consider their use.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

JHP:TW

# CENTRAL OREGON IRRIGATION COMPANY

GENERAL OFFICES:
DESCHUTES, DESCHUTES COUNTY, OREGON

April 25th 1924.

Mr Roy A. Klein, State Highway Engineer,
Salem Oregon.

Dear Sir:- Please advise who has the contract of the fencing the highway now being built in the vacinity of Shaniko.
We have a large quanity of juniper fence posts here at Deschutes and we would like to get in touch with the contractor for the sale of the same.

Yours truly,
Central Oregon Irrigation Co,
F J Stanley Prest.

ANSWERED
S. H. Probert

The advice from the Highway Department is in the form of a county voucher for 50% of the amount due on the monthly estimates. All that is necessary for you to do to secure payment from the county is to execute the county voucher in the same manner that you have heretofore executed state vouchers and present this voucher to the County Court of Wasco County. The state's share of these estimates you will handle in the same manner as you have heretofore, on state contracts where the payments have been 100% by the state.

Your telegram indicates that you have received only the state voucher covering this estimate. This is explained by the fact that the state voucher is generally mailed out from this office in advance of the county voucher due to the fact that it is necessary for Mr. Klein, State Highway Engineer to sign the county voucher before it is mailed out to you, while he does not sign the state voucher until after it is returned executed by yourself. In this way the payment of the county voucher by the county court is expedited for the reason that if it is not signed before leaving this office, you would have to return it to us for the signature of Mr. Klein.

97/103

April 26, 1924

Morrison-Knudsen Company,
Boise, Idaho.

Gentlemen:

Confirming our wire to you of this date, please be advised that contract which was awarded to you for the construction of the Sherman County Linn-Cow Canyon Section, is a cooperative project between the state and Wasco County.

Wasco County has the money to pay for their share of the project direct and they have passed a resolution, copy of which is on file in this office, indicating their intention to pay the amounts due as soon as they have been so advised by the Highway Commission.

The advice from the Highway Department is in the form of a county voucher for 50% of the amount due on the monthly estimates. All that is necessary for you to do to secure payment from the county is to execute the county voucher in the same manner that you have heretofore executed state vouchers and present this voucher to the County Court of Wasco County. The state's share of these estimates you will handle in the same manner as you have heretofore, on state contracts where the payments have been 100% by the state.

Your telegram indicates that you have received only the state voucher covering this estimate. This is explained by the fact that the state voucher is generally mailed out from this office in advance of the county voucher due to the fact that it is necessary for Mr. Klein, State Highway Engineer to sign the county voucher before it is mailed out to you, while he does not sign the state voucher until after it is returned executed by yourself. In this way the payment of the county voucher by the county court is expedited for the reason that if it is not signed before leaving this office, you would have to return it to us for the signature of Mr. Klein.

WESTERN UNION

TELEGRAM

Morrison-Knudsen Co. - 2. 4-26-1926.

No doubt the county voucher covering this estimate is in your hands and if you will follow the instructions given therein we believe you will have no difficulty in getting your money from the county as soon as you receive it from the state.

If this is not clear to you kindly so advise and we will go into further details.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. O'Keiseyer,
Chief Clerk.

HBO:LM

Form 1206

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | NM |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

53PR DC 47 BLUE

BOISE IDA 1101A APR 26 1924

ROY A KLEIN

67 STATE HIGHWAY ENGINEER SALEM ORG

REFERRING ESTIMATES NUMBER ONE CONTRACT NUMBER SEVEN THIRTEEN WE NOTE FIFTY PERCENT TO BE PAID BY COUNTY WE DO NOT SEE PROVISION IN CONTRACT COVERING THIS SO ASSUME STATE GUARANTEES PAYMENT BUT DESIRES COUNTY MAKE PAYMENT DIRECT TO US WHAT MUST WE DO TO GET THIS MONEY

MORRISON KNUDSEN COMPANY

1258P

ANSWERED
H B.G

referred to the County Court for a settlement of any and all right of way matters. From present indications, the work will proceed without interference from Adams.

Actual grading operations will probably begin on Monday, Feb. 25.

Signed C C Seeley

Title Resident Engineer

(See back of this sheet for instructions and detailed information.)

Form No. 38.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED
R.A.K.

Date February 23rd, 1924

Job Name Grading & Broken Stone Surfacing, Units 1 & 2, Sherman County Line-Cow Canyon Section,

Week from Feb. 16th to Feb. 23.

Mail Address Shaniko, Ore.

Highway Sherman.

Telegraph or Telephone Address Shaniko, Ore.

County Wasco. Job Prefix 33 PS.

Express and Freight Address Shaniko, Ore.

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Weather: First of week fair. Latter part of week rainy.

Engineering party arrived Shaniko February 20th, PM.

Made an inspection of the located line in company with Mr. Gleason, Superintendent for Morrison & Knudsen Co.

An inspection of the grade line indicates the grade change requested by the U.S. Bureau of Public Roads to be feasible and economical.

Mr. Adams representing the Eastern Oregon Land Co, made some objection to the sub-contractors, Anderson & Co beginning the grading operations on the section limited by Stations 541 & 576 before the right of way was secured. Mr. Adams was advised that no damage would be done and referred to the County Court for a settlement of any and all right of way matters. From present indications, the work will proceed without interference from Adams.

Actual grading operations will probably begin on Monday, Feb. 25.

FEB 27 1924

Signed C C Seeley

Title Resident Engineer

(See back of this sheet for instructions and detailed information.)

## GRADING CONSTRUCTION

*Total miles of grading on project* 19.96

*Miles completed* None.

*Miles completed except finishing* None.

*Miles covered by contractor's forces* None.

*Miles cross-sectioned* None.

*Miles cross-sections completed and checked* None.

*Miles to be remeasured* None.

*Number men in Engineering Party* 3.

*Contractor's average force for week* No *men,*

No *teams,* No *steam shovels*

*Grading work will be completed about* Sept. 1st, 1924.

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* 19.96

*Miles completed* None.

*Miles partially done* None.

*Average daily yardage placed this week* None

*Average daily yardage necessary to complete on time* Surfacing not begun.

*Contractor's average force for week* No *men,*

No *teams,* No *trucks*

*Percentage of total required yardage now in place* None

*Surfacing will be completed about* Dec. 31st, 1924.

*Number men in Engineering Party* None.

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed*

*Miles of preliminary staked*

*Miles of location staked*

*Per cent of field work complete*

*Per cent of office work complete*

*Number days worked on this project*

*Number men in party*

*Salary expense this week*

*All other expense this week*

*Previous total expenditure this survey*

*Total expenditure including this week*

*Survey will be completed about*

*Completed survey will cost about*

*Per mile cost of survey will be about*

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project*

*Miles paving completed*

*Average daily sq. yds. this week*

*Miles shoulders completed both sides*

*Contractor's average force for week* *men,*

*teams,* *trucks*

*Percentage of total required yardage now in place*

*Job will be completed about*

*Number men in Engineering Party*

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 33 PS *Percentage* 57 %.

*Other jobs* 14 DD *Percentage* 43 %.

*Other jobs* *Percentage*

*Other jobs* *Percentage*

February 13, 1926.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 103.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Sherman County Line-Cow Canyon Section, Project No. 103.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSousa / TW)

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 10E.

SHERMAN COUNTY LINE - COW CANYON SECTION OF THE SHERMAN HIGHWAY IN WASCO COUNTY

(Estimate as basis for project agreement. Based on contract prices)

Salem, Oregon, February 6, 1924.

| | | | | |
|---|---|---|---|---|
| **Unit 1.** | | | | |
| All Required | | Clearing and Grubbing | | 354.00 |
| 52,000 | cu.yds. | Common Excavation | .42 | 21,840.00 |
| 6,000 | cu.yds. | Solid Rock " | 1.45 | 8,700.00 |
| 3,500 | sta.yds. | Overhaul | .06 | 210.00 |
| 900 | lin.ft. | 12" Corr.Galv.Iron Pipe | 1.50 | 1,350.00 |
| 440 | lin.ft. | 18" Corr.Galv.Iron Pipe | 2.80 | 1,232.00 |
| 260 | lin.ft. | 24" Corr.Galv.Iron Pipe | 3.50 | 910.00 |
| 170 | lin.ft. | 36" Corr.Galv.Iron Pipe | 6.50 | 1,105.00 |
| 20 | cu.yds. | Class "B" Concrete | 36.00 | 720.00 |
| 90 | cu.yds. | Class "C" Concrete | 34.00 | 3,060.00 |
| 75 | cu.yds. | Rip Rap | 2.50 | 187.50 |
| 25 | M-Fbm | Lumber and Timber | 80.00 | 2,000.00 |
| 16,500 | cu.yds. | Broken stone surfacing, (Bothcrs.) | 2.50 | 41,250.00 |
| 2,000 | cu.yds. | Filler | .70 | 1,400.00 |
| **Unit 2.** | | | | |
| All Required | | Clearing and Grubbing | | 485.50 |
| 82,000 | cu.yds. | Common Excavation | .36 | 29,520.00 |
| 11,500 | cu.yds. | Intermediate Excavation | .49 | 5,635.00 |
| 2,000 | cu.yds. | Solid Rock " | 2.20 | 4,400.00 |
| 1,500 | sta.yds. | Overhaul | .06 | 90.00 |
| 1,100 | lin.ft. | 12" Corr.Galv.Iron Pipe | 1.50 | 1,650.00 |
| 1,030 | lin.ft. | 18" Corr.Galv.Iron Pipe | 2.80 | 2,884.00 |
| 390 | lin.ft. | 24" Corr.Galv.Iron Pipe | 3.50 | 1,365.00 |
| 170 | lin.ft. | 36" Corr.Galv.Iron Pipe | 6.50 | 1,105.00 |
| 140 | cu.yds. | Class "C" Concrete | 34.00 | 4,760.00 |
| 27,000 | cu.yds. | Broken Stone Surfacing(Both ores) | 2.75 | 74,250.00 |
| 3,000 | cu.yds. | Filler | .70 | 2,100.00 |
| | | Sub-total | | 212,561.00 |
| | | 10% Engr.&Cont. | | 21,256.10 |
| | | Total | | 233,817.10 |

Length of Project 19.96 miles.
Cost per mile $ 11,714.28

State Funds Available - 90,868.98
Federal Aid Requested - 142,948.12
233,817.10

Federal Aid Recommended——————(61.13673%)

January 31st, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 103.

Gentlemen:

Herewith we are enclosing six copies of estimate and four copies of unit price analysis and special provisions, for the Sherman County Line-Cow Canyon Section, Project No. 103.

We appear to have an extra copy of the summary sheet on this section, and it is being sent you in the same package as the blue prints of cross-sections for Project 102-A, under the assumption that it was left out of the plans which were recently sent you for the present project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

(Dict. by J. W. DeCosta / TW)
Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 103.

SHERMAN COUNTY LINE-COW CANYON SECTION OF THE
[illegible] HIGHWAY IN WASCO COUNTY

(estimate with plans. Not as a basis for agreement.)

Salem, Oregon, January 28, 1924.

| All Required | | | | |
|---|---|---|---|---|
| 134,000 | cu.yds. | Clearing and Grubbing | | 100.00 |
| 11,500 | cu.yds. | Common Excavation | .31 | 41,540.00 |
| 8,000 | cu.yds. | Intermediate Excavation | .55 | 6,325.00 |
| 5,000 | sta.yds. | Solid Rock Excavation | 1.60 | 12,800.00 |
| 2,000 | lin.ft. | Overhaul | .05 | 250.0 0 |
| 1,470 | lin.ft. | 12" Culvert Pipe | 1.50 | 3,000.00 |
| 660 | lin.ft. | 18" " " | 2.50 | 3,675.00 |
| 340 | lin.ft. | 24" " " | 3.75 | 2,437.50 |
| 20 | cu.yds. | 36" " " | 8.00 | 2,040.00 |
| 230 | cu.yds. | Class "B" Concrete | 35.00 | 700.00 |
| 75 | cu.yds. | Class "C" Concrete | 35.00 | 8,050.00 |
| 25 | M-FBM | Rip Rap | 3.50 | 262.50 |
| 21,250 | cu.yds. | Lumber and Timber | 75.00 | 1,875.00 |
| 21,250 | cu.yds. | Broken Stone Surfacing, Top | 2.75 | 58,437.50 |
| 19,500 | cu.yds. | Broken Stone Surfacing, Base | 2.55 | 54,187.50 |
| | | Filler | .50 | 5,250.00 |
| | | Sub-total | | 200,930.00 |
| | | 10% Engr. & Cont. | | 20,093.00 |
| | | Total | | $ 211,023.00 |

Length of Project - 19.96 miles.

Cost per miles - $11,073.29

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 105.

SHERMAN COUNTY LINE - COW CANYON

SECTION OF THE SHERMAN HIGHWAY IN WASCO COUNTY

(Analysis of Estimated Surfacing Price)

| | |
|---|---|
| Royalty | .05 |
| Quarrying | .60 |
| Crushing & Screening | .75 |
| Hauling(2.25 Mi.@ 20) | .46 |
| Spreading, Dragging, etc. | .40 |
| Prep.of subgrade | .05 |
| | 2.30 |
| 15% profit | .35 |
| Estimated bid | 2.65 |

Estimated differential between base and top, 20¢/

January 29, 1924.

FR 103

File

Mr. O. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

I am attaching hereto a copy of a report covering inspection by the Bureau of Public Roads of federal aid project No. 103, Sherman County Line-Cow Canyon Section of the Sherman Highway.

You will note the references made as to lowering the grade line between certain sections. I presume that the grade line has purposely been kept high on account of snow conditions, but this is a feature which should be looked into and on which we should be governed by our experience on adjoining sections. The revisions suggested are minor matters and can be handled after the contract is let, but would like to have you look over the matter on the ground before the date of letting.

We are sending you under separate cover blue prints showing the alignment and profile of the entire project.

Very truly yours,

State Highway Engineer.

RAF:HI

BUREAU OF PUBLIC ROADS.

IN YOUR REPLY PLEASE REFER TO

POST OFFICE BUILDING,

January 29, 1924.

Mr. C. H. Purcell,
Division Engineer,
Bureau of Public Roads,
Portland, Oregon.

PR #102

Dear Sir:

Receipt is acknowledged of your letter of January 25th, recommending that certain changes be made in the grade line, as shown in the plans recently submitted for Federal Aid Project No. 103.

This letter gives you our assurance that the changes recommended will be made if careful investigation proves them to be practicable.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

CC. C. W. Wanzer, Division Engineer, The Dalles.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

January 26, 1924.

JAN 29 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

A field inspection has been made of the location of Federal aid project No. 103 (Sherman County Line-Cow Canyon Section of Sherman Highway). The line as located appears satisfactory except as to a few minor details, as follows:

From Station 455 to 510 the grade line appears to be higher than necessary, and involves a large amount of borrow which will be difficult to obtain within the limits of the right of way because of the nature of the country, which is scab rock covered with scattered hummocks of earth.

This same objection is raised to the grade line from Station 900 to 950, and from 1350 to 1400.

These revisions can be handled in the field by your Engineers during construction, and we are willing to recommend approval of the plans upon your assurance that the changes will be made if, upon investigation, they are found to be practicable.

Very truly yours,

C. H. Purcell
District Engineer.

ANSWERED
S. H. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING.
PORTLAND, OREG.

January 10, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

NOTED
R.A.K.

Dear Sir:

On December 29, 1923, the Secretary of Agriculture approved Oregon project statement No. 103, involving the improvement of 20 miles of the Wasco County Line - Cow Canyon Section of Sherman Highway between Wasco and Cow Canyon, Sherman County, at an estimated cost of $85,000.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. H. Davis
McIntosh

RECEIVED
JAN 11 1924
OREGON
STATE HIGHWAY COMMISSION

STATE Oregon

PROJECT NO. 103
(Not to be filled in)

Form P R 1. 1
Bureau of Public Roads
U.S. Dept. of Agr.

# P R O J E C T  S T A T E M E N T

As Required By

F E D E R A L  A I D  R O A D  A C T

Approved July 11, 1916, And Acts Ammendatory Thereof And Supplementary Thereto

(Date) November 26, 1923.

THE SECRETARY OF AGRICULTURE,
Washington, D. C.

Sir:

The State of Oregon, pursuant to the provisions of the Act of Congress appr ved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes", as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local Name of Road Wasco County Line-Cow Canyon Section of Sherman Hwy.

2. Between control points of official description: Wasco Co. L. and Cow Canyon

3. Between intermediate control points if used: _____ and _____

_____, County of Sherman

4. Length in miles (gross) 20.0 (net) 20.0

5. Preliminary estimate of cost: Total $ 85,000.00 ; Section of road to be first improved $ 85,000.00 of which $ none is the estimated cost of "bridges" of 20' span or over.

6. Amount of funds which will be available for construction of section of road to be first improved: (a) State: 80,000.00 and any additional amounts required Sale of Bonds Authorized
(Amount) (Source; refer to statute.)

(b) County: _____
(Amount) (Source; refer to statute.)

7. Funds for maintenance to be provided by State assumes responsibility for maintenance
(State or (and) County.)
from the following sources: Resolution of August 7, 1917, under Chapter 237, Laws of 1917
(Refer to statute.)

8. Official, officials, or despository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report; and full title of report accompanying this Project Statement: _____

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks: _____

_____

_____

_____

Assurance is given that the foregoing information concerning the project herei described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By_____

CHAIRMAN
(Title of officer)

By_____

COMMISSIONER
(Title of officer)

By_____ COMMISSIONER

_____
(Title of officer)

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

# OREGON PROJECT STATEMENT No. 103

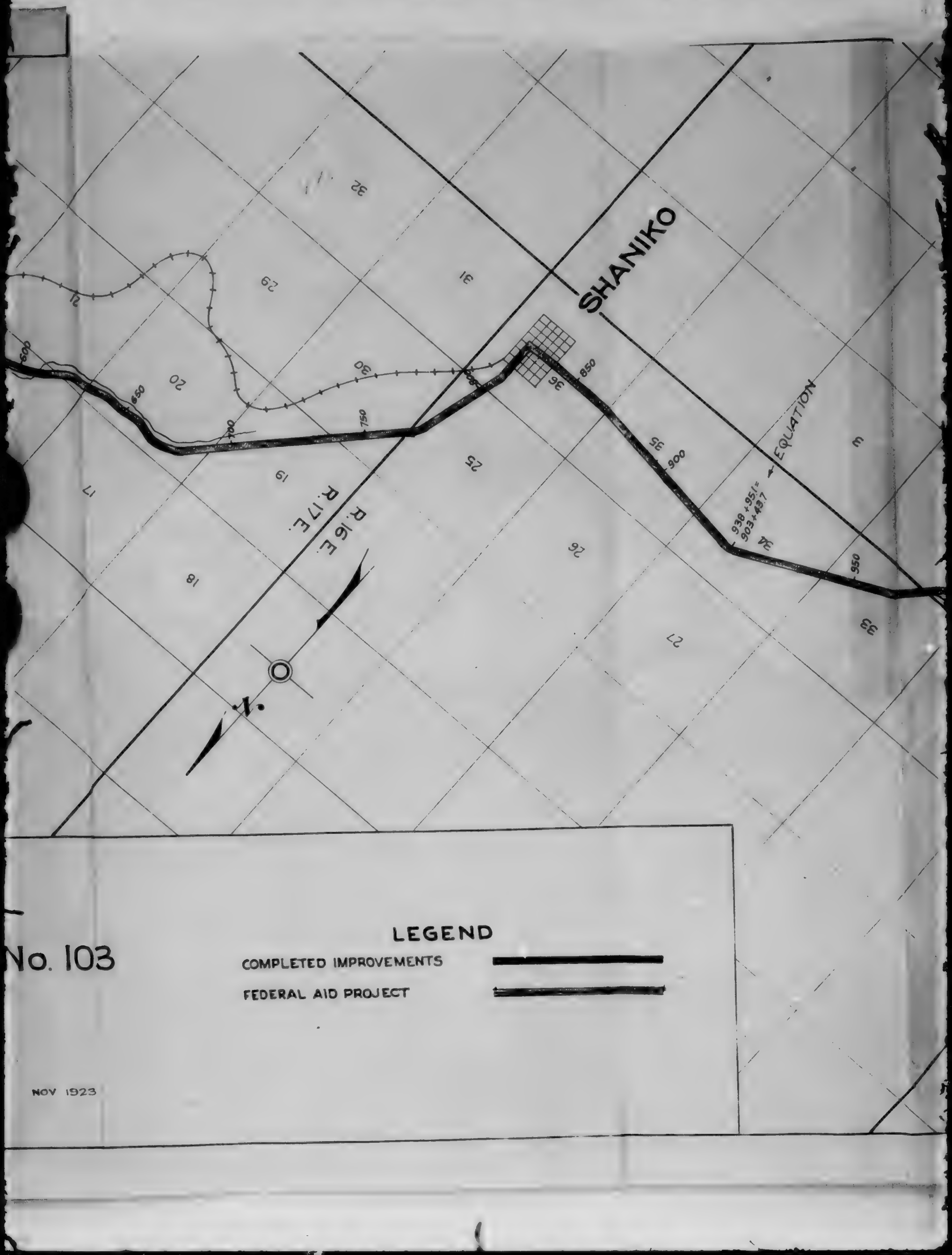
## SHERMAN HIGHWAY

WASCO CO.

SHERMAN CO. LINE — COW CANYON SECTION

APPROXIMATE SCALE 1 IN = 4000 FT.

NOV. 1923.




No. 103

## LEGEND

COMPLETED IMPROVEMENTS

FEDERAL AID PROJECT

NOV 1923

R.15E.
R.16E.
T.6S.
T.7S.
Ward Cre
Deer
23
24
14
13
12
7
6
5
4
3
32
33
1300
1250
1200
1150
1100
1050
1000
950

To Madras

CANYON

Cow Creek

COW

P.R. PROJ. No. 72

R.14 E.

R.15 E.

END OF PROJECT

Sta. 1431+89.7

T.7S.

T.8S.

Ridgeway School

THE DALLES-CALIFORNIA HIGHWAY

P.R. PROJ. No. 102-B

To Maupin

1400

1350

1300

28

27

22

23

Warm Creek

R.15 E.

R.16 E.

To Maupin
Cow Creek Canyon
Cow
P.R. PROJ. No. 72
Sta. 1431+89.7
END OF PROJECT
T. 7 S.
T. 8 S.
R. 14 E.
R. 15 E.
THE DALLES-CALIFORNIA HIGHWAY
P.R. PROJ. No. 102-B
To Maupin
Ridgeway School
28
27
1400
1350

CONTRACT #719,

SEE:

CONTRACT #678

5

719 JFE: Contract 78

66

CONTRACT #726,

SEE:

CONTRACT #631,

12

72c SEE: Contract #31

CONTRACT #732,

SEE:

CONTRACT #607,

732 CFF: Contract 607

CONTRACT #730,
743

PR 106 Gwendolin-Base Line 1924-1925

780,743

FORM SA 27242 10M 8-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

The Dalles, Oregon
July 10 1925

ATTENTION: .....

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention: Mr. S. H. Probert

Dear Sir:

Enclosed herewith please find original copy of the statement of overruns and detailed reasons for same, on Units No. 1 and 2, Gwendolene-Base Line section of the John Day Highway in Gilliam County, as prepared by Mr. K. D. Lytle.

Yours very truly,

C. W. Wanzer
Division Engineer

By H N Hackett
Office Engineer

HNH-vc
encl.

COMMISSIONERS
WALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

Condon, Oregon.
June 23, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE No.

Mr. C. W. Wanzer, Division Engr.,
State Highway Department,
The Dalles, Oregon.

Dear Sir:-

As per your request I am writing you regarding the over runs, and the reasons for same, on Units 1 and 2 of the Gwendolen - Base Line Section of the John Day Highway.

UNIT 1

Clearing & Grubbing.

This was a lump sum bid and by reason thereof would be the same on the final estimate as on the prelim. Est.

Common Excavation.

| | | |
|---|---|---|
| Prelm. Est. | 43,600 | Cu. Yds. |
| Final Est. | 38,329 | " " |
| Under run-------- | 5,271 | " " |

This underrun was due to under classification on the preliminary estimate. The underclassification was really greater than the above figures would indicate as the shrinkage factor on the dirt was much higher than was figured in the preliminary est. Actual measurements showed this factor to range from 15 to 30%, whereas the prelm. est. was based on a shrinkage of 10%. In other words, had the cuts worked out in the final estimate in so far as the pre centage of common and soild rock was concerned as was figured in the preliminary estimate, the common excavation would have over run. This showed that there was more common excavation in the common cuts than the Locator had figured in his preliminary estimate.

2

Solid Rock Excavation:

| | |
|---|---|
| Preliminary Estimate | 21,350 |
| Final Estimate | 41,871 |
| Over run---------- | 20,521 |

This over run can be accounted for in the following manner:

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

Figures are approximate:

IN YOUR REPLY PLEASE REFER TO FILE NO.

| | |
|---|---|
| Under classification | 7,421 C.Yd. |
| Poor prel. measurements on rock cliff bet. sta. 1083 and 1106 | 4,000 C.Yd. |
| Poor measurements in prel. measurements balance of line | 3,000 C.Yd. |
| Line changes | 2,000 C.Yd. |
| Overbreak | 3,000 C.Yd. |
| Ditch exc. for which no allowance was made on Prel. Est | 1,100 C. Yd. |
| Total over run--------- | 20,520 C. Yd. |

Overhaul:

| | |
|---|---|
| Preliminary Estimate | 11,000 Sta. Yds. |
| Final estimate | 9,955 " " |
| Under run------- | 1,045 " " |

This under run was caused by extra rock swelling, thus not making it necessary to haul the material as far as contemplated in the preliminary estimate.

Class "C" Concrete:

| | |
|---|---|
| Preliminary Est. | 60 Cu. Yds. |
| Final Est. | 13 " " |
| Under run--------- | 47 " " |

In preliminary estimate headwalls were figured on both ends of all pipes but during construction it became apparent that all these headwalls were not necessary so many were eliminated hence the reduction in quantities.

Rip Rap:

| | |
|---|---|
| Preliminary Estimate | 100 Cu. Yds. |
| Final estimate | 348 " " |
| Over run---------- | 248 " " |

This over run was caused by fills running out into the creek and so making necessary the additional rip rap.

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No.....

Base Course Broken Stone:

| | | |
|---|---|---|
| Preliminary Estimate | 7,000 | Cu. Yds. |
| Final Estimate | 6,748 | " " |
| Under run---------- | 252 | " " |

Under run was due to rock subgrade where full course of base was not necessary.

Top Course Broken Stone:

| | | |
|---|---|---|
| Preliminary Estimate:- | 7,000 | Cu. Yds. |
| Final Estimate | 7,180 | " " |
| Over run---------- | 180 | " " |

This extra material was used in patching, widening curves and for road approaches.

Maintenance Material:

| | | |
|---|---|---|
| Preliminary Estimate | 1,000 | Cu. Yds. |
| Final Estimate | 1,076 | " " |
| Over run---------- | 76 | " " |

This over run was due to taking 32 yds. of material that contractor had left in his bunkers at end of the job, also to the fact that it is not possible to stock pile any exact amount.

Filler:-

| | | |
|---|---|---|
| Preliminary Estimate | 4,000 | Cu. Yds. |
| Final Estimate | 6,300 | " " |
| Over run---------- | 2,300 | " " |

In preliminary estimate no filler was alowed for covering rock cuts. This over run represents filler used for this purpose.

12" Plain Concrete Pipe:

| | | |
|---|---|---|
| Preliminary Estimate | 1,150 | Lin. Ft. |
| Final Estimate | 1,293 | " " |
| Over run | 143 | " " |

This over run was due to the necessity of installing extra pipes not shown on the preliminary estimate. We also lengthened the pipes so as not to have to put on headwalls.

18" Reinf. Concrete Pipe:-

| | | |
|---|---|---|
| Preliminary Estimate | 180 | Lin. Ft. |
| Final estimate | 276 | " ". |
| Over run | 96 | " " |

The reason for this over run is the same as that given for the 12" pipe.

24" Reinf. Concrete Pipe:

| | | |
|---|---|---|
| Preliminary Estimate | 140 | Lin. Ft. |
| Final Estimate | 132 | " " . |
| Under run | 8 | " " . |

This under run was due to not having to make the pipes as long as was figured in prel. estimate.

36" Reinf. Concrete Pipe:

| | | |
|---|---|---|
| Preliminary Estimate | 120 | Lin. Ft. |
| Final Estimate | 136 | " " . |
| Over run | 16 | " " . |

As we widened the fills where the 36" pipes were placed it took more pipe than was figured in the prel. est. Some of this extra length was used to eliminate headwalls.

# OREGON STATE HIGHWAY COMMISSION

SALEM
~~Conde~~

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

ItemsBy Special Agreement:

| | | | | |
|---|---|---|---|---|
| Lumber & Timber for Cattle Pass | | | | $473.33 |
| Comm. Exc. | " | " | " | 33.18 |
| S. R. Exc. | " | " | " | 9.30 |
| Gravel | " | " | " | 24.00 |
| Rubble Masonry | | | | 466.20 |
| Total Over run---------- | | | | $ 1006.01 |

No allowance in the preliminary estimate was made for any of these items so they will show as an over run in the estimate.

Misc. Items:-

| | |
|---|---|
| Preliminary Estimate | $ 000.00 |
| Final Estimate | 270.35 |
| Over run---------- | $ 270.35 |

The above ~~costs~~ cover sprinkling and purchase of binder pit for which no allowance was made in the Prel. Est.
All costs for sprinkling are not yet in so this item will be somewhat larger.

The figures given herebefore are not exact as the Salem office made a few corrections on the final estimate but I have never not yet received notice as to the exact corrections made by them.

UNIT 2

Clearing & Grubbing:

Lump Sum Bid so that the preliminary estimate is the same as the final estimate.

Common Excavation:

| | |
|---|---|
| Preliminary Estimate | 53,000 C. Yds. |
| Final Estimate | 56,498 C. Yds. |
| Over run---------- | 3,498 C. Yds. |

This over run was due to under estimation by the locating engineer, who made the Prel. Est. Most of the work was side borrow and in figuring the excavation necessary to make these fills, the locating Engr., used a

shrinkage factor of 10% in figuring the excavation necessary to make the fills but actual measurements, of the borrow pits, showed that this factor was from 20% to 40%. The soil was very light and would run out over the slope stakes. A small per centage of this over run was caused by line changes. These changes were necessary to keep the embankment from going out into the creek channel.

Solid Rock:

| | | |
|---|---|---|
| Preliminary Estimate | 1200 | Cu. Yds. |
| Final Estimate | 4536 | " " |
| Over run - - - - - - - - - | 3336 | " " |

This over run was due entirely to under-classification of the preliminary estimate.

Overhaul:-

| | | |
|---|---|---|
| Preliminary Estimate | 14000 | Sta. Yds. |
| Final estimate | 16075 | |
| Over run- - - - - - - - | -2075 | |

This over run was caused by having to haul some of the borrow. In the preliminary estimate no haul was figured on any of this borrow. In many instances borrow had to be hauled over the free haul limit of 300 feet.

Class "C" Concrete:-

| | | |
|---|---|---|
| Preliminary Estimate | 50 | Cu. Yds. |
| Final estimate | 9 | " " |
| Under run - - - - - - - | 41 | " " |

The culvert pipes were made long enough so that we could eliminate most of the headwalls. In the preliminary estimate headwalls were figured for both ends of all pipes.

Rip Rap:-

| | | |
|---|---|---|
| Preliminary Estimate | 20 | Cu. Yds. |
| Final Estimate | 00 | " " |
| Under run - - - - - - - | 20 | " " |

A slight line change made the rip rap, as figured on the Prel. est.,unnecessary. Line change was made to save a Farmers well.

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No.

Base Course Broken Stone:-

| | | |
|---|---|---|
| Preliminary Estimate | 10000 | Cu. Yds. |
| Final Estimate - - - | -11128 | " " |
| Over run - - - - - - | 1128 | " " |

The subgrade was so dusty that we had to put on more base than was figured in the preliminary estimate. In many places the dust was over 1 foot deep and a load od rock, upon being dumped, would disappear. This condition accounts for entire over run of this item.

Top Course Broken Stone:-

| | | |
|---|---|---|
| Preliminary Estimate | 10000 | Cu. Yds. |
| Final Estimate - - - | -10988 | " " |
| Over run - - - - - - - | 988 | " " |

This over run was also caused, to a great extent, by poor subgrade conditions. The dust would come up thru the base and top making it necessary to put on more base. Some of this extra was used in making road approaches and in patching.

Maintenance Materials:-

| | | |
|---|---|---|
| Preliminary Estimate | 1400 | Cu. Yds. |
| Final Estimate | 1390 | " " |
| Under run - - - - - - - | 10 | " " |

This material was stocked piled and upon measurement showed that it was 10 c.yds, less than we had estimated.

Filler:-

| | | |
|---|---|---|
| Preliminary Estimate | 5500 | Cu. Yds. |
| Final Estimate | 4277 | " " |
| Under run - - - - - - | 1223 | " " |

On account of the dust condition of the subgrade there was not as much filler required as had been estimated in the preliminary estimate.

12" Concrete Pipe:

| | | |
|---|---|---|
| Preliminary Estimate | 1800 | Lin. Ft. |
| Final Estimate | 1932 | " " |
| Over run- - - - - - - | 132 | " " |

Over run was due to not having sufficient pipes estimated on the preliminary estimate.and also

to the fact that we had to make the pipes longer in order to eliminate the headwalls and to take care of the fills that had run out over the slope stakes.

18" Concrete Pipe:-

| | | |
|---|---|---|
| Preliminary Estimate | 35 | Lin. Ft. |
| Final estimate | 36 | " " |
| Over run.- - - - - - | 1 | " " |

Over run was due to the fact that these pipes only come in 3 foot lengths.

24" Concrete Pipe:

| | | |
|---|---|---|
| Preliminary Estimate | 35 | Lin. Ft. |
| Final Estimate | 00 | " " |
| Under run - - - - - - | 35 | " " |

As the County Court put in a stock pass where this pipe was originally supposed to go we were thus able to eliminate this pipe.

36" Concrete Pipe:-

| | | |
|---|---|---|
| Preliminary Estimate | 36 | Lin. Ft. |
| Final estimate | 36 | " " |
| | 00 | |

This item was same as shown on preliminary Est.

Filler Haul:

| | | |
|---|---|---|
| Preliminary Estimate | 000 | Yd. Miles |
| Final Estimate | 108 | " " |
| Over run - - - - - - | 108 | " " |

As no filler haul was shown on the preliminary estimate the entire amount of this item would constitute an over run.

Items By Special Agreement:

All of the following ~~item~~ items represent an over run as they were not included in the preliminary Est. but were done by the Contractors under a special agreement. They are as follows:-

| | | | | |
|---|---|---|---|---|
| Lumber and Timber for Cattle Pass | | | | $ 946.65 |
| Comm. Exc. | " | " | " | 264.36 |
| S. Rock Exc. | " | " | " | 23.10 |
| back fill | " | " | " | 22.98 |
| Gravel | " | " | " | 85.00 |
| | | | | $ 1342.09 |

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE No.

Force Account:-

Under this item, for which no provision was made in the Prel. Est., we built a loading trap under the maintenance pile costing $ 215.78. This entire amount would be an over run.

Sprinkling:-

No allowance was made in the Prel. Est. for this item. The cost of sprinkling was $ 1113.65 and represents an over run of that amount.

I note that I have failed to account for the over run in filler haul quantities on Unit 1. They can be accounted for as follows:-

Filler haul:-

| | | | |
|---|---|---|---|
| Preliminary Estimate | 0000 | Yd. | Miles |
| Final Estimate | 6735 | " | " |
| Over run - - - - - - | 6735 | " | " |

As not filler haul was shown on the preliminary estimate all quantities shown under this head would be an over run. There was very poor filler material on this Unit and most of the filler had to be hauled a considerable distance.

Yours respectfully,

K. D. Lytle

Resident Engineer.

109 106

June 24, 1925.

Mr. G. W. Wanner,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We note that the completed cost of the grading and surfacing of the Gwendolen-Base Line Section has exceeded the preliminary estimate by approximately $40,000, or 25%. Approximately $12,500 of this over-run has been occasioned by the extention of the contract to include resurfacing from Base Line to Shutler, but even with this amount taken off, the percentage of over-run is excessive.

In order that our files may contain an explanation of this over-run in case the matter should be brought up in the future, we would be pleased to have you submit a statement setting out the conditions which resulted in same.

Please note that on Unit #1 there was an over-run of nearly 28% in total excavation yardage. Please give this increase in yardage consideration in the statement requested.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP/AB

June 11, 1925.

United States Fidelity & Guaranty Company,
O. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 730 for the construction of the Gwendolin-Pass Line Section of the John Day Highway in Gilliam County consisting of 9.47 miles of grading and surfacing, has been completed by the contractors, Nyberg & Crick and that final settlement will be made by the State with the above contractors for work done under said contract on or after June 20th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Form No. 39.

PQ-106

# OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FILED
State Highway Engineer

Date Mar. 26, 1925

Job Name Grandview - Bear Line

Week from Mar. 15 to 21st

Mail Address Condon

Highway John Day

Telegraph or Telephone Address "

County Gilliam Job Prefix 05

Express and Freight Address "

**General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:**

Grading & Surfacing.

Have not finished the surfacing this week but crushers broke down at noon on the 20th. Will finish all of the highway this week with the exception of placing top course on 200 ft at the crushers end of this piece. Top course is then with finished.

Will have 5 miles cleaned, shoulders rolled up, cut and fill ready for surfacing by the 1st of April.

Weather for week was fine and sunny everything very dry.

MAR 31 1925

VOTED
W. H.

Signed K. H. Lytle

Title Res Engr

(See back of this sheet for instructions and detailed information.)

## GRADING CONSTRUCTION

Completed

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* .....men,

.....teams, .....steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

Unified

*Total miles surfacing on project* ..... 6.47

*Miles completed* ..... 6.3

*Miles partially done* ..... 0.17

*Average daily yardage placed this week* ..... 121

*Average daily yardage necessary to complete on time* ..... Expired

*Contractor's average force for week* ..... 32 .....men,

..... 3 .....teams, ..... 6 ..... trucks

*Percentage of total required yardage now in place* ..... 99

*Surfacing will be completed about* ..... April 1st

*Number men in Engineering Party* ..... 2 Insp.

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number days worked on this project* .....

*Number men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* .....men,

..... teams, .....trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 11PD *Percentage* 30

*Other jobs* 11WK *Percentage* 15

*Other jobs* Maint *Percentage* 55

*Other jobs* ..... *Percentage* .....

WILLIAM DUBY
H. E. VAN D...
W. H. MALONE

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY REFER TO FILE NO. FR 106

...ville, Oregon March 4, 1925

Mr. K. D. Lytle,
Resident, Engineer;
Condon, Oregon.

Mr. [illegible]
State Highway Engineer
Salem, Oregon.

Attention S. H. Probert

Dear Sir:

We are returning to you herewith the cross-sections and final detail records in connection with the three cattle passes constructed for Gilliam County on the Cwendolen-Kent Line Section of the John Day Highway. Mr. Wanser requested that they be returned to you as they are part of the final records of this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by L. S. Parsons:l
Enc.

cc - C.W. Wanser,
Division Engineer,
The Dalles, Oregon.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

The Dalles, Oregon
February 28,1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

Enclosed herewith, please find estimate covering three cattle passes constructed on the Gwendolene-Base Line Section of the John Day Highway in Gilliam County, as requested by you.

Returned 3-4-25 LEP

Mr. Lytle requests that you send back the cross section sheets after you have gone thru them, as they are a part of his final extimate data.

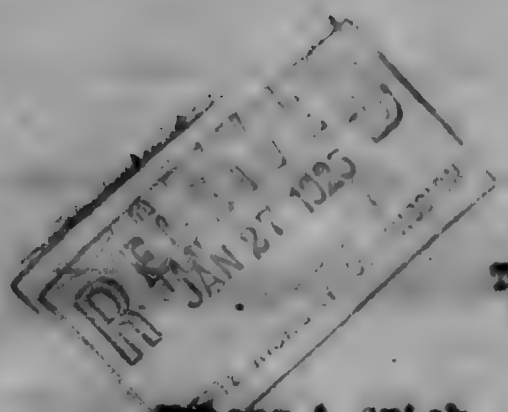
Yours very truly,

C. W. Wanzer,
Division Engineer.

By S. H. Probert
Office Engineer

HNH-vc
encl.

OP-106



The Dalles, Oregon
January 26, 1925

Ryberg & Crick
721 West 22nd Avenue
Spokane, Washington

Gentlemen:

Your contract No. 730, Cwendolene-Base line section of the John Day Highway, expired on December 31st, 1924.

The Salem office informs me that they have received the endorsement of your surety on the bond for an extension of time to May 15th, 1925, but have not received your formal application.

Kindly make a formal application addressed to the State Highway Commission requesting such an extension as above referred to, stating in which, the grounds upon which in your opinion said extension should be granted.

Kindly forward the same to to me direct in order that I may make whatever recommendations seems proper.

Yours very truly,

O. W. Wanser
Division Engineer

OWW-vc

cc Roy A. Klein ✓

SPECIAL PROVISIONS

Units Nos. 1 and 2 of the
Gwendolen-Base Line Section

WORK IN TWO UNITS

On account of the more than ordinary amount of work involved in the grading and surfacing of the Gwendolen-Base Line Section, and the necessity for the early completion of that work, it has been considered advisable to divide the section into two units and to allow contractors to bid separately upon the work within the limits of each unit. Accordingly, a division has been made at Station 816, and the part of the section north of that section has been designated "Unit No. 1" and the part south thereof has been designated "Unit 2."

BIDS MAY BE FOR ONE OR BOTH UNITS

Contractors may bid upon the grading and surfacing of Unit No. 1, they may bid upon the grading and surfacing of Unit No.2, and/ or they may bid upon the grading and surfacing of both Unit No. 1 and Unit No. 2.

Contractors may not, however, bid upoo the grading of one or both units as separate from the surfacing of the same units, or upon the surfacing as separate from the grading. The grading and surfacing must be bid together.

Special bidding sheets upon which to itemize the bid prices which are to apply to each unit are attached between pages 12 and 13 of the proposal form, and the prices which the bidder enters thereon shall be understood to be the prices which are to apply whether the contractor is awarded both units or only one unit. The conditions under which the contractor will accept awards shall then be as he indicates in the qualification clauses which follow the special bidding sheets.

In case the contractor can submit lower total bids if he is assured the award of both Unit 1 and Unit 2, he should show by proper entries in the qualification clauses above referred to, a lump sum by which he will reduce the sum of his itemized bids if awarded both units. The lump sum reduction will be made fifty per cent from each unit, and the deductions covering same shall be made from the final or semi-final estimates, urless in the opinion of the Engineer, the contractor has bid an unbalanced or excessive reduction, in which event the deductions covering same will be made at such times during the progress of the work as the Engineer may determine.

APPROVED: S. H. J. Wilson
ACTING CHIEF, BUREAU OF PUBLIC ROADS.

In considering bids the State Highway Commission will take into consideration the combined cost of the two units as well as the cost of each individual unit, and the low bidder upon either unit will have no claim upon the award if the acceptance of his bid would result in a higher total cost for the two units than some other bid, or combination of bids.

## CLEARING AND GRUBBING

In case the accepted bid includes what the Engineer considers to be an unbalanced or excessive price for clearing and grubbing, no payment for clearing and grubbing work will be made until all work under the contract is completed.

## CLASSIFICATION

Excavation shall be classified on the two classification basis described on page 21 of the specification and contract agreement form.

## CULVERT PIPE

Contractors will submit bids upon each of three alternate combinations of culvert pipe items. These alternate combinations shall be referred to as pipe alternates "A", "B", and "C", and the types of pipe to be furnished under the different alternates shall be as follows:

Pipe Alternate "A": Concrete pipe for all sizes 12 inches to 36 inches, inclusive.

Pipe Alternate "B": Corrugated galvanized iron pipe for all sizes 12 inches to 36 inches, inclusive.

Pipe Alternate "C": Vitrified clay pipe for the 12, 18 and 24 inch sizes, and concrete pipe for the 36-inch size.

## VITRIFIED CLAY PIPE

Work to be Done:

Under this item the contractor shall construct culverts of vitrified clay pipe at such points as are indicated upon the plans, or as are designated by the Engineer.

Quality of Pipe:

Vitrified clay pipe for use in pipe culvert construction shall be of the bell and spigot type. Each length shall be first quality, salt glazed, hard burned pipe, free from blisters, lumps or flakes which are thicker than one-sixth of the nominal thickness of shell. Pipe having fire checks or cracks of any kind more than one and one-half (1½) inches in length shall be rejected, as shall also all pipe varying from a true cylinder more than one-twenty-fourth (1/24) of the diameter of varying from a true line more than one-quarter (1/4) of one (1) inch.

When tested for absorbtion in accordance with the standard specifications of the American Society for Testing Materials, the pipe shall not absorb more than eight (8) per cent of water.

The thicknesses of shell shall not be less than the following.

| | |
|---|---|
| 12-inch pipe | 1 inch |
| 18-inch pipe | 1½ inches |
| 24-inch pipe | 2 inches. |

When tested without lateral support ( the contact points at support and application of load not exceeding three (3) inches in width) the pipe shall show a load supporting capacity per foot of length at least equal to that given for the particular size of pipe in the following table:

| DIameter | Supporting Capacity in pounds per lineal foot |
|---|---|
| 12" | 2100 |
| 18" | 2400 |
| 24" | 2700 |

Placing:

Vitrified clay pipe shall be placed in the same manner as is specified on page 69 of the standard specification form for the placing of concrete pipe, all three of the paragraphs under the sub-head "Placing" being applicable.

Measurement and Payment:

Vitrified clay pipe shall be paid for at the price bid per lineal foot for vitrified clay pipe of the size used. This price shall be understood to include the furnishing, hauling and placing of the pipe, the back-filling and covering, and all other work and expense incidental to the complete installation of the pipe, excepting, only, the excavating of the trench in which the pipe is placed, which excavating will be paid for at the price bid for the class of excavation involved.

## BRIDGE CONSTRUCTION NOT INCLUDED

The construction of the bridge over Rock Creek and the trestle across Jumper Canyon is not included as a part of the work to be done under this contract, but same will be handled under a separate contract.

The contractor shall handle his operations in a manner which will not interfere with the construction of these structures or with the operations of the bridge contractor, and after the structures are in place and completed, the contractor shall build and surface the embankment approaches to them. The unit bid prices for excavation and broken stone surfacing shall apply in connection with the building and surfacing of said approaches as well as to other work under the contract.

## BROKEN STONE SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraphs below, and to the attached or accompanying cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

The surfacing shall be constructed in three courses. The first course shall consist of base course materials, and shall be approximately four (4) inches in thickness; the second course shall consist of top course materials and shall be approximately three (3) inches in thickness; the third course shall consist of top course materials and shall be approximately one (1) inch in thickness.

The finished surfacing shall have a bottom width of eighteen (18) feet and a top width of fourteen (14) feet. Each course shall entirely cover and overlap the course below it, as indicated on the typical cross-section plan attached.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. The loss by abrasion when tested in the manner described in Bulletin No. 555 of the U. S. Department of Agriculture shall not exceed eight (8) per cent.

Prospective, but not guaranteed, sources of suitable rock are indicated on the plans. The contractor shall commence the development of no source of materials until the rock available from it has been tested and approved by the State Highway Department Testing Laboratory, and until it has been approved by the Engineer.

Contractor to Acquire and Develop Sources of Material;

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of materials passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings, and shall contain not to exceed thirty-five (35) per cent of materials passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as practicable, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling and Placing:

The direction of hauling, the direction of progress in surfacing construction, and the point or points of commencing surfacing construction shall at all times be under the control of the Engineer. Unless otherwise specifically ordered by the Engineer, however, the placing of materials from a river crusher set-up shall progress away from the point where the vehicles delivering the materials enter upon the road, and shall progress toward the ends of the section or unit being surfaced from that set-up. Also, unless otherwise specifically ordered by the Engineer, each course shall be in place at least one mile in advance of the course which is to cover it, and the trucks or other hauling vehicles must, in passing back and forth between the point of entry upon the road and the points of deposit, travel over the surfacing materials that are in place between those points, this travel being distributed over the width of the surfacing in such manner as to be most effective

in the compacting of the surfacing materials. Hauling over the surfacing materials will not be required or permitted, however, if it tends to work the materials into the subgrade, or to churn the base course into the top.

Incorporation of Filler:

Immediately following the depositing of the materials for a given course, the materials shall, by means of suitable blade graders, be spread and shaped to uniform crown and even surface. There shall then be spread over the materials, a course of "Filler" material of the kind and quality hereinafter specified, and this filler material shall, in the manner hereinafter described, be incorporated and mixed with the rock in the course below it.

Unless otherwise ordered, "Filler " shall be added to and incorporated with each course of the surfacing.

Blading and Dragging:

The contractor shall do such blading and dragging of each course as may be necessary to bring it to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain it free from ruts and true to the crown, grade and surface to which it is first constructed. It shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed; provided, however, that when the whole of a section being surfaced from one set-up is entirely completed, the maintenance of that section will be taken over by the State, and further blading and dragging on that section will not be required of the contractor.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor, and paid for as "extra Work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, in-

clusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified, shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit prices bid shall be understood to cover the preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the incorporating of filler, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

## MAINTENANCE MATERIALS

Work to be Done:

Under this item the contractor shall produce and stockpile broken stone to be used later in connection with maintenance work.

Materials:

Maintenance materials shall conform in every respect to the specifications hereinbefore given for materials for use in the top course of the broken stone surfacing.

Location of Stock Piles:

Stock piles of maintenance materials shall be located immediately adjacent to the crusher set-up or set-ups from which the materials for the broken stone surfacing are produced. They shall be located upon ground suitable for the purpose and in such posi-

tion as to be easily accessible to trucks.

Preparation of Stock Pile Sites:

The sites for the stock piles shall be cleared of all brush, trees, stumps, loose stones, and other matter which might become mixed with the broken stone, or which might interfere with the picking up of the broken stone when same is to be removed, and they shall be otherwise prepared as the Engineer may consider necessary to make them suitable and satisfactory in all respects.

Form of Piles:

The piles shall be not less than fifteen (15) feet in height with sides slopes not flatter than one and one-half to one; they shall be neat and regular in form, and they shall cover as small areas as practicable.

Quantities:

The quantities of maintenance materials to be stockpiled at each crusher set-up shall be as the engineer may order.

Measurement and Payment:

Payment for maintenance materials will be made at the price bid per cubic yard for that item, which price shall be understood to cover the cost of the producing, delivering and piling of the materials and the preparation of the stock pile sites.

The quantity to be paid for shall be the number of cubic yards delivered in accordance with the above specifications as determined by cross-section measurement of the completed stock piles No allowance will be made for settlement or shrinkage.

F I L L E R

Under this item filler materials shall be placed by the contractor in accordance with the following provisions:

Material:

Material for use as "filler" shall be clay or other earth material possessing suitable binding qualities. It shall be free

from stones, lumps, clods and foreign matter of all kinds. It shall be uniform in texture, well pulverized and otherwise suitable for the purpose which it is to serve.

Sources of Filler Materials:

Materials for use as "filler" shall be obtained from such sources as the engineer may select.

The right to take materials from the sources selected by the Engineer will be acquired by the State Highway Commission without cost to the contractor.

Development of Sources:

The development of the sources of filler materials, including the removal of overburden and the construction and maintenance of hauling roads shall be considered to be a part of the work to be done in connection with the furnishing of filler materials, and the cost thereof shall be borne by the contractor.

Incorporation of Filler:

After the course of surfacing in connection with which the filler is to be used has been spread to uniform crown and even surface as elsewhere provided, the filler materials shall be spread uniformly over the surfacing materials in such quantity as the Engineer may direct. The incorporation or mixing of the filler with the surfacing materials in the course being filled, shall then be accomplished in the following manner.

By means of a heavy blade grader the surfacing materials in the course being filled and the filler materials to be mixed with them, shall be moved, first, from their position on the road, to the edges of the road, and second, back into position again. This operation of moving the materials to the sides or edges of the road, and them back into position shall be performed at least twice, and more times if necessary for the thorough mixing of the filler with the surfacing materials.

After the filler is thoroughly mixed in, the course shall be reshaped to uniform crown, and even surface, and so maintained as hereinbefore specified.

Measurement and Payment:

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per yard mile.

A yard-mile of "filler-haul" shall be understood to be the hauling of one cubic yard (loose measure) of "filler" for a distance of one mile. The lengths of haul shall be measured in one-half mile units; and fractional half-miles will be allowed for as full half-miles: that is, hauls of less than one-half mile will be allowed for as hauls of one-half mile, hauls of more than one-half mile but less than one mile will be allowed for as hauls of one mile, etc. etc.

## MAINTENANCE IN CASE OF FAILURE TO COMPLETE AS SPECIFIED

In case the contractor fails to complete the work to be done under this contract within the time specified, with the result that the work must be carried over the winter of 1924-25, the contractor shall maintain the roadbed and surfacing during the winter months, and in the spring he shall regrade the roadbed, reshape the surfacing, and do all things necessary to place the roadbed in a proper condition to be surfaced, and to place the uncompleted surfacing in proper condition for the continuance of the work. The job will not be considered to be completed until all erosion and damage occurring during the winter months has been repaired, and until the whole of the roadbed and surfacing is in the same finished condition that it would have been in at its completion, had it been completed on time.

All expense incurred in connection with the maintaining, regrading, repairing, and refinishing as above specified, shall be borne by the contractor; provided, however, that he will be allowed payment at his unit bid prices for the excavation of slides and for the excavation of materials necessary to build settled fills

back to proper grade; and further provided, that he will be relieved of maintenance and repair expense in connection with sections of the project more than two miles in length which are entirely completed prior to the specified date for completion.

Maintenance of surfacing, as above specified, to be done shall include all such dragging and blading as may be necessary to keep whatever surfacing materials are on the road free from ruts, and properly crowned and in good usable condition during the winter and spring.

RATE OF PROGRESS IN SURFACING.

The actual production of surfacing materials for Unit No. 1 shall commence not later than August 1st, 1924, and shall proceed continuously thereafter at a rate not below 150 cubic yards per day.

The actual production of surfacing materials for Unit No. 2 shall commence not later than August 1st, 1924, and shall proceed continuously thereafter at a rate not below 200 cubic yards per day.

In case one contractor is awarded both units, that contractor will be required to install and operate two complete crushing plants, both plants to be in continuous operation from and after August 1st, 1924, and the combined production of the two plants to be not less than 330 cubic yards per day.

BLADING EQUIPMENT

For the performance of the blading work incidental to the construction of the surfacing as above specified, the contractor shall have in operation upon each unit, during the whole of the time that surfacing construction is in progress, all of the following described blading equipment and such additional equipment of that kind as may be necessary to produce the specified results:

(1) Two light blade graders to be used in the spreading of the surfacing and filler materials.

(2) One heavy, eight (8) foot blade grader to be used in incorporating filler with the surfacing materials, and in keeping the surfacing maintained and shaped up under traffic.

(3) Such numbers of trucks, tractors and/ or teams as are required to efficiently operate the above listed graders.

The heavy eight-foot grader shall be equipped with rubber tires.

In case two crushing plants are to be operated on one unit, two complete blading outfits such as specified above will be required on that unit.

All equipment shall be in good condition when brought onto the work and shall be maintained in good repair at all times.

* * * * *

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

In accordance with your letter of the 16th instant we are enclosing herewith five copies of a revised estimate to be substituted in the project agreement on the Gwendolin Base Line section, Oregon Project 108.

Yours very truly,

ROY A KLEIN
State Highway Engineer

By
S.H. Probert
Office Engineer

Dict. by J.W.DeSouza/LL

5 Enclosures

cc

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 106

GWENDOLIN - BASE LINE SECTION OF THE JOHN DAY HIGHWAY

IN GILLIAM COUNTY

Estimate to be Substituted in Project Agreement. Includes Contract Prices on Bridges

Salem, Oregon, 3-10-'24.

**Unit 1** - Sta. 1159 to 816

| | | | | | |
|---|---|---|---|---|---|
| | | | | | $ 100.00 |
| All Required | | | | | |
| 43,600 | cu. yds. | Common Excavation | | $0.38 | 16,568.00 |
| 21,350 | " " | Solid Rock Excavation | | 1.15 | 24,552.50 |
| 11,000 | " " | Overhaul | | 0.06 | 660.00 |
| 60 | " " | Class "C" Concrete | | 24.00 | 1,440.00 |
| 100 | " " | Rip Rap | | 2.50 | 250.00 |
| 7,000 | " " | Br. Stone Surf., Base Course | | 2.35 | 16,450.00 |
| 7,000 | " " | Br. Stone Surf., Top Course | | 2.55 | 17,850.00 |
| 4,000 | " " | Filler | | 0.45 | 1,800.00 |
| 1,180 | Lin. Ft. | 12" Plain Concrete Pipe | | 1.60 | 1,840.00 |
| 180 | " " | 18" Reinf. Concrete Pipe | | 3.20 | 576.00 |
| 140 | " " | 24" " " " | | 4.50 | 630.00 |
| 120 | " " | 36" " " " | | 7.00 | 840.00 |

**Unit 2**

| | | | | | |
|---|---|---|---|---|---|
| | | Clearing & Grubbing | | | 50.00 |
| All Required | | Common Excavation | | 0.27 | 14,310.00 |
| 53,000 | Cu. yds. | Solid Rock excavation | | 1.90 | 2,280.00 |
| 1,200 | " " | Overhaul | | 0.06 | 840.00 |
| 14,000 | stn. yds | Class "C" Concrete | | 24.00 | 1,200.00 |
| 50 | cu. yds | Rip Rap | | 4.00 | 80.00 |
| 20 | " " | Br. Stone Surf., Base Course | | 2.45 | 24,500.00 |
| 10,000 | " " | " " " Top " | | 2.65 | 26,500.00 |
| 10,000 | " " | Filler | | 0.45 | 2,475.00 |
| 5,500 | " " | 12" Plain Concrete Pipe | | 1.60 | 2,880.00 |
| 1,800 | lin.ft. | 18" Reinf. Concrete Pipe | | 3.00 | 105.00 |
| 35 | " " | 24" " " " | | 4.50 | 157.50 |
| 35 | " " | 36" " " " | | 7.00 | 252.00 |
| 36 | " " | | | | |

Sub-total $ 159,186.00

Lump Sum Reduction $ 2,500.00

Total Grad. & Surf. $156,686.00

Gwendolin - Base Line Section - Page 2

Rock Creek & Juniper Canyon Bridges

| | | | | |
|---|---|---|---|---|
| 310 | cu yds. | Excavation | $2.00 | $ 620.00 |
| 30 | " " | " below plans | 2.00 | 60.00 |
| 160 | " " | Class "A" Concrete | 27.80 | 4,448.00 |
| 25,000 | lbs | Metal Reinforcement | .065 | 1,495.00 |
| 156 | lin ft. | Concrete Handrail | 4150 | 702.00 |
| 780 | " " | Piling | 1.10 | 858.00 |
| 4 | M-FBM | Lumber | 52.00 | 208.00 |
| 46 | lin. ft. | Trestle Superstructure | 20.00 | 920.00 |

Sub-total Bridges $ 165,997.00

10% Engr. & Cont. 16,599.70

Total $ 182,596.70

Length of Project 15.944 Miles

Cost per Mile $11,452.37

State Funds Available $ 70,963.05

Federal Aid Requested 111,633.65

$182,596.70

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

September 16, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of September 12, enclosing copies of estimate to be substituted for the Project Agreement estimate for Oregon 106, Gwendolen-Base Line Section, John Day Highway.

It is noted the unit price for broken stone surfacing on Unit 1 is given as $2.45 instead of $2.55, also 25,000 pounds reinforcing metal is called for instead of 23,000 pounds.

The piling should be left as called for in the bids, and we will make an estimate to be used in auditing vouchers using Project Agreement quantities and contract prices. This will not change the Project Agreement, but if the quantities are changed, the Agreement will have to be modified.

Very truly yours,

C. H. Purcell
District Engineer.

T. M. Davis
ACTING

RECEIVED
SEP 17 1924

PR-106

Sept. 18, 1934. PR 106

The Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing five copies of an estimate to be substituted in the project agreement on the Gwendolen - Base Line Section, Oregon Federal Aid Project No. 106.

In order to make the present estimate exactly check out with the estimate upon which the project agreement was executed, and in order to eliminate any difference in the total estimate amounts, we have increased in the present estimate the lineal feet of piling ten feet over the amount which is shown in the contract for the project.

We trust that this will be satisfactory.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. De Souza ER

Enclosures

PG-106

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 106

GWENDOLIN - BASE LINE SECTION OF THE JOHN DAY HIGHWAY

IN GILLIAM COUNTY

Estimate to be Substituted in Project Agreement. Includes Contract Prices on Bridges.

Salem, Oregon, 2-10-'24.

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Unit 1 - Sta. 1159 to 816

| | | | | | |
|---|---|---|---|---|---|
| All Required | | | | | $ 100.00 |
| 45,600 | Cu. yds. | Common Excavation | | $0.32 | 14,592.00 |
| 21,350 | " " | Solid Rock Excavation | | 1.15 | 24,552.50 |
| 11,000 | " " | Overhaul | | 0.06 | 660.00 |
| 60 | " " | Class "C" Concrete | | 24.00 | 1,440.00 |
| 100 | " " | Rip Rap | | 2.50 | 250.00 |
| 7,000 | " " | Br. Stone Surf., Base Course | | 2.35 | 16,450.00 |
| 7,000 | " " | Br. Stone Surf., Top Course | | 2.45-2.55 | 17,850.00 |
| 4,000 | " " | Filler | | 0.45 | 1,800.00 |
| 1,150 | lin. ft. | 12" Plain Concrete Pipe | | 1.60 | 1,840.00 |
| 180 | " " | 18" Reinf. Concrete Pipe | | 3.30 | 575.00 |
| 140 | " " | 24" " " " | | 4.50 | 630.00 |
| 120 | " " | 36" " " " | | 7.00 | 840.00 |

Unit 2.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing & Grubbing | | 50.00 |
| 55,000 | Cu. yds. | Common Excavation | 0.27 | 14,850.00 |
| 1,200 | " " | Solid Rock Excavation | 1.90 | 2,280.00 |
| 14,000 | Sta. yds. | Overhaul | 0.06 | 840.00 |
| 50 | Cu. yds. | Class "C" Concrete | 24.00 | 1,200.00 |
| 20 | " " | Rip Rap | 4.00 | 80.00 |
| 10,000 | " " | Br. Stone Surf., Base Course | 2.45 | 24,500.00 |
| 10,000 | " " | " " " Top " | 2.65 | 26,500.00 |
| 5,500 | " " | Filler | 0.45 | 2,475.00 |
| 1,300 | lin. ft. | 12" Plain Concrete Pipe | 1.60 | 2,080.00 |
| 35 | " " | 18" Reinf. Concrete Pipe | 3.00 | 105.00 |
| 35 | " " | 24" " " " | 4.50 | 157.50 |
| 36 | " " | 36" " " " | 7.00 | 252.00 |

| | |
|---|---|
| Sub-total | $ 159,186.00 |
| Lump Sum Reduction | $ 2,500.00 |
| Total Grad. & Surf. | $ 156,686.00 |

Rock Creek & Juniper Canyon Bridges

| | | | | | |
|---|---|---|---|---|---|
| 310 | cu. yds. | Excavation | $2.00 | $ 620.00 | |
| 30 | " " | " below plane | 2.00 | 60.00 | |
| 160 | " " | Class "A" Concrete | 27.80 | 4,448.00 | |
| 23,000 | lbs. | Metal Reinforcement | .065 | 1,495.00 | |
| 156 | lin. ft. | Concrete Handrail | 4.50 | 702.00 | |
| [illegible] | " " | Piling | 1.10 | 860.00 | 858.00 |
| 4 | M-FBM | Lumber | 52.00 | 208.00 | |
| 46 | lin. ft. | Trestle Superstructure | 20.00 | 920.00 | |

Sub-total Bridges $ 165,000.00 165,947.00

10% Engr. & Cont. 16,500.00 16,549.70

Total- - - - - - - $ 182,500.00 182,596.70

Length of Project 15.944 Miles

Cost per Mile $11,450.10 11,452.37

State Funds Available $70,963.05

Federal Aid Requested 111,633.65

$ 182,596.70

OQ-106

Union Trust Company

October 9, 1924.

Union Trust Company,
General Agents,
United States Fidelity & Guaranty Co.,
Old National Bank Building,
Spokane, Washington.

Gentlemen:

In reply to your letter of the 8th inst. requesting information concerning contract for the construction of Units 1 and 2 of the Gwendolen-Haas Line Section of the John Day Highway, which was awarded to Nyberg & Crick, beg to advise as follows:

1. The contract has not yet been completed.

2. The progress made on the work by Nyberg & Crick has been satisfactory to date. following questions both

3. There has been no increase in the contract amount up to the present time.

4. Up to September 10, 1924, the amount of money paid to Nyberg and Crick was $60,986.91. Our retained percentage amounts to $10,762.40.

5. The probable date of completion of this contract is December 31, 1924. At the present time the job is practically 50 per cent complete.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

# Union Trust Company

OF SPOKANE

The Old National Bank and Union Trust Company
are affiliated and have the same Directors

D. W. TWOHY, CHAIRMAN
W. J. KOMMERS, PRESIDENT
W. J. C. WAKEFIELD - FRANK C. PAINE
VICE PRESIDENTS
ARTHUR S. BLUM, TREASURER - HAROLD E. FRASER, SECRETARY
GEO. L. KIMMEL LYMAN C. REED F. D. GRAFF
ASSISTANT SECRETARIES

Spokane, Washington
October 8, 1924

#730 - Gilliam County

Mr. H. B. Glaisyer, Chief Clerk
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

Re: Bond #63029, Nyberg & Crick, Units 1 and 2,
Gwendolen Base Line Section of John Day Highway.

Will you kindly answer the following questions with reference to the above contract?

Has this contract been completed? No.

Has the progress made on the work by our principal been satisfactory? Yes.

Has there been any increase in the contract price? No.
If so, what amount?

What is the amount of money paid to our principal to date, and the amount of retained percentage? Paid to Sept. 15th $60,986.91 - Ret. $10,762.40

What is the probable date of completion. Dec-31-1924 - 270 Contt.

Your prompt attention will be very greatly appreciated and we inclose a return envelope for your convenience.

Yours very truly,

WAK*WB

Asst. Manager Insurance & Surety Department

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 29, 1924.

RECEIVED
AUG 30 1924
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #106, Gwendolen-Rock Creek section of the John Day Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell,
District Engineer.

CWW-VC

Form P. R. 2

State ..... Oregon .....

Project No. ..... 104 .....

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of July, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 20th day of February, 1924, a project statement, which was approved by the Secretary on the 7th day of May, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 25th day of May 1924, and approved by the Secretary on the 11th day of August, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred eleven thousand, six hundred forty-one and 04/100

dollars ($111,641.04) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:



CWW-VC Division Engineer

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State sufficient to insure completion. Sale of bonds or current income.
(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count of Gilliam. One-third of cost from sale of County bonds voted May 16, 1924.
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

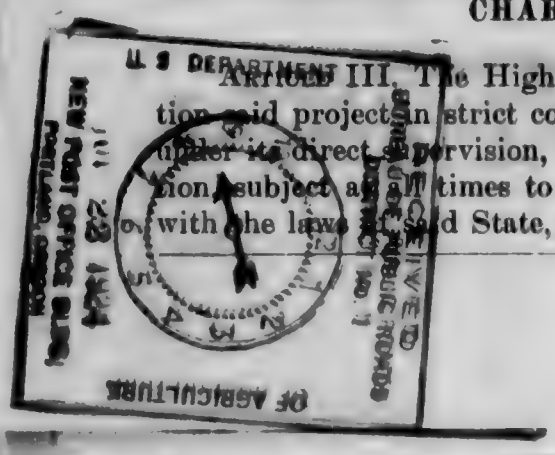
ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 316+00, a point near the center of Sec. 12, T. 3 S., R. 21 E., approximately 6 miles north of Condon, and survey station 1159+00, a point in the E.E. ¼ of Sec. 3, T. 1 S., R. 21 E., terminal points, a distance of 15.944 miles, known locally as the Gwendolen-Rock Creek Section of the John Day Highway, Gilliam County.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.




... Engineer

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of one hundred eleven thousand, six hundred forty-one and 04/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of one hundred eighty-two thousand, six hundred eight and 00/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $**18,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 17, 1917, under Chapter 237, Laws of 1917**
(Include reference to statute authorizing funds and probable amount annually available.)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of August, 1924

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

.....
ACTING Secretary of Agriculture.

Form No. FR. 8

# UNITED STATES DEPARTMENT OF AGRICULTURE

## OFFICE OF THE SECRETARY

## CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF ..... Oregon .....

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of ..... Oregon ..... for the construction of a rural post road between survey station 516+00, a point near the center of Sec. 12, T. 3 S., R. 21 E., approximately 6 miles north of Condon, and survey station 1159+00, a point in the N.E. ¼ of Sec. 3, T. 1 S., R. 21 E., ..... locally known as the Gwendolen-Rock Creek Section of the John Day Highway, Gilliam County, ..... and designated in the records of this Department as Project No. 106, State of Oregon .....

SECOND. That in accordance with said provisions I have approved the sum of $ 182,606.80 as the total estimated cost of said project, and the sum of $111,643.04 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 11th day of August one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

C. W. Warburton

*Acting Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4829

FORM 8A 52510 1924-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

99-10 C

NOTED
J. A. K.

JUL 9 1924

The Dalles, Oregon - July 8, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to the enclosed copy of a letter mailed today to Mr. K. D. Lytle, kindly inform me if my understanding in regard to these cattle passes and payment for the same, is correct.

Also whether my understanding, namely, that the 50% co-operative basis to be paid for by the Gilliam County Court, in the construction of cattle passes, not to exceed four in number, is to be paid for by the County Court, by funds other than funds received from the $75,000 bond issue, which $75,000 I understand is to be paid to the Highway Commission in tact, and any other expenditures, such as the above mentioned cattle passes, right-of-way considerations, etc. are to be paid for by the County Court from other than the bond funds. Kindly advise at your earliest convenience.

Also, Mr. Duby, when passing thru here mentioned to me that the above understanding, or whatever your agreement was, that was decided upon at the last meeting of the Highway Commission, was to be put into writing or a formal document and signed and agreed to by the Gilliam County Court, and he spoke to me about seeing that the same was done.

Kindly advise as to whether you already have this agreement or wish me to take any further steps in the matter. If so, will youkindly have the proper form drawn up according to your understanding and I will try and get the signatures to the same, if you wish me to do so.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW-vc

The Dalles, Oregon - July 8, 1924

Mr. K. D. Lytle
Resident Engineer
Condon, Oregon

Dear Sir:

Referring to your letter of July 8th, in regard to Cattle Passes on the Gwendolin-Rose Line section of the John Day Highway, please be advised that it is my understanding that the State Highway Department will co-operate on a 50 - 50 basis in the construction of cattle passes on this section, on structures for stock passes, the location of which is to be designated by the County Court subject to our approval, and the number of the same to be constructed on a co-operative basis is not to exceed 4.

If any cattle passes are to be constructed in excess to this number, they will have to be built entirely at the expense of the Gilliam County Court.

It is advisable that you take this matter up immediately with the County Court and have them designate where they wish these co-operative cattle passes to be located and constructed, in order that the matter may be definitely settled.

Yours very truly,

C. W. Wenner,
Division Engineer.

CWW-vs

cc R. A. Klein.

July 18, 1924.

Mr. J. C. Sturgill,
County Clerk of Gilliam County,
Condon, Oregon.

Dear Sir:

Enclosed herewith please find four copies of resolution setting forth the ecoperation between the county and state for the construction of the Gwendolen-Base Line Section of the John Day Highway, which construction includes grading, surfacing and the necessary culverts and bridges.

You will note that we have included the proviso in the third paragraph which you requested to be done in your letter of the 10th inst.

We would be pleased if you will place these copies in the hands of the county commission and request that they sign all four copies at the earliest possible date. Kindly return three copies of the executed resolution to this office for our files. The fourth you may retain for the records of the county court. This resolution should be entered in the records of the county court proceedings.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:M
Encls.

CIRCUIT COURT
Regular Term First Monday in June and December. D. B. PARKER, Judge

# GILLIAM COUNTY, OREGON

OFFICE OF
J. C. STURGILL
Clerk
CONDON, OREGON

July 10th, 1924

State Highway Commission ,

Salem, Oregon.

In Re;- Resolution to pay $75000.00 John Day Highway;

Dear Sirs;-

The County Court of Gilliam County has instructed me to write you regarding "Resolution" and state that they are willing to sign and return said "Resolution" but believe that it should be added to just a little, to-wit;

Third paragraph should conclude as follows;
$37,000.00 on or before September 15th, 1924 and $37,500.00 on or before November 15th, 1924 [provided; the recently voted bonds of Gilliam County are sold and the money received.]

As you understand the money received from the sale of these bonds is the only funds available for this and unless the bonds are sold and the money received, the Court would have no way of meeting the obligation.

Trusting that I have made all clear, I am

Yours very truly,

J. C. Sturgill

July 3, 1924.

County Court of Gilliam County,

Condon, Oregon.

Gentlemen:

There is attached hereto a form of resolution providing for the payment of the county's share of the cost of the Gwendolen-Base Line Section of the John Day Highway in Gilliam County, carrying out the previous verbal understanding. In order to complete the records, we would be pleased to have you sign this resolution at your convenience, returning to this office three signed copies, retaining the fourth for your own files which we would be pleased to have you enter in the records of the county.

Very truly yours,

State Highway Engineer.

BAN:HI

EJ-106

July 18, 1924.

Standard Oil Company,
Walla Walla, Washington.

Attention Mr. J. P. Cruden,
District Sales Manager.

Gentlemen:

In reply to your letter of the 16th inst. requesting the name and address of the surety on the bond furnished by Ryberg & Crick in connection with state highway contract No. 730 which was awarded to them for the construction of a portion of the John Day Highway in Gilliam County, please be advised that the surety in this instance is the United States Fidelity & Guaranty Company, C. O. Price, Local Manager, 1208 Porter Building, Portland, Oregon.

For your further information will say that this contract is for the grading and surfacing of 15.94 miles between Gwendolen and Base Line, commonly known as Units 1 and 2, Gwendolen-Base Line Section of the John Day Highway in Gilliam County.

Contrary to the inference in your letter this contract was awarded to Ryberg and Crick of Spokane, Washington. Their Spokane address is 721 West 22nd Avenue.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

# STANDARD OIL COMPANY

INCORPORATED IN CALIFORNIA

J. P. CRUDEN,
DISTRICT SALES MANAGER
H. W. McCALLUM,
ASSISTANT DISTRICT SALES MANAGER

SALES DEPARTMENT

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH 2ND STREET
P.O. DRAWER 56

WALLA WALLA, WASHINGTON,

SUBJECT:

July 16, 1924

Oregon State Highway Commission,
Salem, Oregon.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Att; Filing Department.

We have just been advised that you have allotted Contract No. 730 for the completion of the John Day Highway between Condon & Arlington to a Mr. Carl Nyberg and in order that we may complete our files on this subject, we would appreciate your advising us the name and address of this contractor's bonding company.

Yours very truly,

STANDARD OIL COMPANY

By J. P. Cruden
District Sales Manager.

MCS:V
Credit.

Nyberg, Erick
721 W 22nd Ave
Spokane

U S F & G Co.
Copy sent
1209 Pacific Bldg
Portland Ore

Unit 1 & 2 Lowenthal-Barnhisel
G & M.
15.94 miles

OG-106

July 12, 1924.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Yours of the 8th inst. regarding the cooperation between the State Highway Commission and Gilliam County Court on the Gwendolen-Base Line Section, received and noted.

Relative to the 50% cooperation on cattle passes not to exceed four in number, will say that this part of your letter will have to be answered by Mr. Klein as we have no knowledge of this agreement in this office.

Regarding the resolution which is to be signed by the Gilliam County Court, will say that this was prepared and four copies mailed out to the county court on July 3rd. Extra copy of this resolution was sent to you on the same date for your information and files. The county court has not returned the executed copies as yet, but we have no reason to believe that they will not sign them. In the event that they are not returned properly executed within a reasonable time, we will let you know and it may be that Mr. Klein will be glad to have you take the matter up with the county court personally.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

L. B. Glaisyer,
Chief Clerk.

HBG:LM

copies returned same day. Thos letter written not signed account unsatisfactory insertion made.

PR-106

July 3, 1924.

Mr. K. D. Lytle,
Resident Engineer,
Condon, Oregon.

Dear Sir:

Enclosed herewith is a copy of a resolution by the Gilliam County Court in the matter of cooperation on the Gwendolen-Base Line Section and the bridges over Rock Creek and Juniper Canyon. This is for your information and files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

HI

June 9th, 1926. PR 106

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimates as basis for project agreement on the Gwendolen-Base Line Section, Oregon Project No. 106.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSouza : TW

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 106.

## CHEMULT - BEAR LINE SECTION OF THE JOHN DAY HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on contract prices except bridges)

Salem, Oregon, June 2, 1926.

| | | | | |
|---|---|---|---|---|
| **UNIT 1-STATION 1152 to 514** | | | | |
| All Required | | Clearing and Grubbing | | 100.00 |
| 45,600 | cu.yds. | Common Excavation | .35 | 16,000.00 |
| 21,250 | " | Solid Rock " | 1.15 | 24,562.50 |
| 11,000 | sta.yds. | Overhaul | .06 | 660.00 |
| 60 | cu.yds. | Class "C" Concrete | 24.00 | 1,440.00 |
| 100 | " | Rip Rap | 2.50 | 250.00 |
| 7,000 | " | Base Course Broken Stone Surfacing | 2.35 | 16,450.00 |
| 7,000 | " | Top " " " " | 2.45 | 17,850.00 |
| 4,000 | " | Filler | .45 | 1,800.00 |
| 1,150 | lin.ft. | 12" Plain Concrete Pipe | 1.60 | 1,840.00 |
| 180 | " | 18" Reinf. " " | 3.20 | 576.00 |
| 140 | " | 24" " " " | 4.50 | 630.00 |
| 120 | " | 36" " " " | 7.00 | 840.00 |
| **UNIT 2.** | | | | |
| All Require: | | Clearing and Grubbing | | 50.00 |
| 55,000 | cu.yds. | Common Excavation | .27 | 14,850.00 |
| 1,200 | " | Solid Rock " | 1.90 | 2,280.00 |
| 14,000 | sta.yds. | Overhaul | .06 | 840.00 |
| 50 | cu.yds. | Class "C" Concrete | 24.00 | 1,200.00 |
| 20 | " | Rip Rap | 4.00 | 80.00 |
| 10,000 | " | Base Course Broken Stone Surfacing | 2.45 | 24,500.00 |
| 10,000 | " | Top " " " " | 2.65 | 26,500.00 |
| 5,500 | " | Filler | .45 | 2,475.00 |
| 1,800 | lin.ft. | 12" Plain Concrete Pipe | 1.60 | 2,880.00 |
| 55 | " | 18" Reinf. Concrete Pipe | 3.00 | 165.00 |
| 35 | " | 24" " " " | 4.50 | 157.50 |
| 36 | " | 36" " " " | 7.00 | 252.00 |
| | | Sub-total | | 159,186.00 |
| | | Lump Sum Reduction | | 2,500.00 |
| | | Total Grad. & Surf. | | 156,686.00 |
| **BRIDGE 701-Whitney Canyon--Not Contracted:** | | | | |
| 100 | cu.yds. | Excavation | 3.50 | 350.00 |
| 10 | " | Excavation below plans | 6.00 | 60.00 |
| 10 | " | Class "A" Concrete | 26.00 | 260.00 |
| 4 | M FBM | Lumber | 70.00 | 280.00 |
| 46 | lin.ft. | Trestle Superstructure | 17.00 | 782.00 |
| **BRIDGE 702-ROCK CREEK-Not contracted:** | | | | |
| 100 | cu.yds. | Excavation | 3.50 | 350.00 |
| 20 | " | Excavation below plans | 6.00 | 120.00 |
| 150 | " | Class "A" Concrete | 26.00 | 3,900.00 |
| 25,000 | lbs. | Metal reinforcement | .06 | 1,500.00 |
| 720 | lin.ft. | Piling | 1.00 | 720.00 |

Comadelen-Bass Line - Page 2

| | | | |
|---|---|---|---|
| 156 lin.ft. Concrete Guardrail | | 5.00 | 780.00 |
| | Sub-total | | 166,008.00 |
| | 10% Engr. & Cont. | | 16,600.80 |
| | Total | | $ 182,608.80 |

Length of Project 15.944 miles.
Cost per mile -$11,453.15

| | |
|---|---|
| State Funds Available | 70,967.76 |
| Federal Aid Requested | 111,641.04 |
| | $ 182,608.80 |

Form No. 39.

9106

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date May 26, 1924., 192....

Job Name Base Line - Gwendolen — Week from May 18th to 24th.

Mail Address Condon

Highway John Day Highway — Telegraph or Telephone Address

County Gilliam Job Prefix 11 (?) D — Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

NOTED
R.A.K

We spent 6 days retracing this line. The line is now staked from sta. 430 to sta. 600 and from sta. 930 to 1085. The line is rather hard to re-locate as so much of it is out in the plowed fields and reference points ect. are very hard to find.

Tricksen, new chainman, arrived on the 20th.

There has been six contractors, that I know of, who looked over the job.

We warned 1 day on Wasco County Market road. Have got these piers about complete.

NOTED
C W WANZER

Signed K. O. Lytle

Title Present Tgr.

(See back of this sheet for instructions and detailed information.)

Contract no. 1st.

## GRADING CONSTRUCTION

*Total miles of grading on project* ..... 16.00 .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* ..... 4 .....

*Contractor's average force for week* .....*men,*

.....*teams,* .....*steam shovels*

*Grading work will be completed about* ..... Jan. 1rt. 1925.

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* .....*men,*

.....*teams,* .....*trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number days worked on this project* .....

*Number men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* .....*men,*

.....*teams,* .....*trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... 11 VL ..... *Percentage* ..... 85 .....

*Other jobs* ..... 35 WA ..... *Percentage* ..... 15 .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

09106

May 21, 1924.

County Court of Gilliam County,
Condon, Oregon.

Gentlemen:

We are pleased to note the press reports that the Gilliam County bond issue for the completion of the John Day Highway between the Base Line and Gwendolen has been carried by a substantial majority.

Anticipating the successful outcome of the election we have already commenced the advertising of this project and will open bids upon it for grading and rock surfacing at 2 P. M. on Wednesday, May 28th in room 520 Multnomah County Court House, Portland, Oregon, and the Commission would be pleased to have the members of the Court or a representative of the Court present at the meeting when the bids are opened.

Very truly yours,

State Highway Engineer.

RAK:LM
Encl.

May 19, 1924.

F. R. 106

Bureau of Public Roads,
Postoffice Building,
Portland, Oregon.

Gentlemen:

Herewith we enclose the required number of copies of estimate of cost, unit price analysis and special provisions on the Cascadolen-Base Line Section, Federal Aid project No. 106.

In checking up the quantities on the estimate of cost you will note that these are slightly different than are shown on the summary sheet of the plans. These quantities are the same as are shown in our proposals and the changes were made to conform with estimates submitted by Mr. Wanser.

In case you desire revised summary sheets showing quantities, to check exactly with the enclosed estimate, we will be very pleased to furnish them to you.

We are also enclosing blue prints of the surfacing section which is to be used. This is slightly different from the one on the plans in that two courses are required in the construction of the top course.

Yours very truly,

A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dictated by JWDeS:LM
Encls.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 106

GWENDOLEN-BASE LINE SECTION OF THE JOHN DAY HIGHWAY IN GILLIAM COUNTY

( Estimate with Plans)

Salem, Oregon, May 17, 1924.

| | | | | |
|---|---|---|---|---|
| **Unit No. 1-Station 1150 to Station 816.** | | | | |
| All Required | | Clearing and Grubbing | | 100.00 |
| 53,600 | cu.yds. | Common Excavation | .35 | 15,260.00 |
| 21,350 | " | Solid Rock Excavation | 1.35 | 28,822.50 |
| 11,000 | stasyds. | Overhaul | .05 | 550.00 |
| 60 | cu.yd. | Class "C" Concrete | 35.00 | 2,100.00 |
| 100 | " | Rip Rap | 3.50 | 350.00 |
| 7,000 | " | Base Course Broken Stone Surf. | 2.30 | 16,100.00 |
| 7,000 | " | Top Course Broken stone Surf. | 2.50 | 17,500.00 |
| 4,000 | " | Filler | .50 | 2,000.00 |
| 1,150 | lin.ft. | 12" Culvert Pipe | 1.50 | 1,725.00 |
| 180 | " | 18" " " | 2.75 | 495.00 |
| 140 | " | 24" " " | 3.50 | 490.00 |
| 120 | " | 36" " " | 6.50 | 780.00 |
| **Unit No. 2.** | | | | |
| All Required | | Clearing and Grubbing | | 50.00 |
| 53,000 | cu.yd. | Common Excavation | .35 | 18,550.00 |
| 1,200 | " | Solid Rock " | 2.20 | 2,640.00 |
| 14,000 | sta.yds. | Overhaul | .05 | 700.00 |
| 50 | cu.yds. | Class "C" Concrete | 35.00 | 1,750.00 |
| 20 | " | Rip Rap | 3.50 | 70100 |
| 10,000 | " | Base Course Broken Stone Surf. | 2.57 | 25,700.00 |
| 10,000 | " | Top Course Broken Stone Surf. | 2.77 | 27,700.00 |
| 5,500 | " | Filler | .50 | 2,750.00 |
| 1,800 | lin.ft. | 12" Culvert Pipe | 1.50 | 2,400.00 |
| 35 | " | 18" " " | 2.75 | 96.25 |
| 35 | " | 24" " " | 3.50 | 122.50 |
| 36 | " | 36" " " | 6.50 | 234.00 |
| | | | | 169,035.25 |
| | | 10% Engr. & Cont. | | 16,903.52 |
| | | | | 185,938.77 |

Length of project, 15.944 miles.
Cost per mile, 11,661.99

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 104.

Scandalon-Knox Line Section of the John Day Highway in Gilliam County

Analysis of estimated surfacing prices.

Salem, Oregon, May 17, 1934.

Unit 1.

| | |
|---|---|
| Royalty | .05 |
| Installation & Equipment | .20 |
| Quarrying & Crushing | 1.00 |
| Hauling (2.0 Mi.@ .25 | .50 |
| Placing & Finishing | .35 |
| | 2.10 |
| 15% profit | .30 |
| Estimated Bid Price * | 2.40 |

Unit 2.

| | |
|---|---|
| Royalty | .05 |
| Installation & Equipment | .20 |
| Quarrying & Crushing | 1.00 |
| Hauling (2.80 Mi.@ .25) | .72 |
| Placing & Finishing | .35 |
| | 2.32 |
| 15% Profit | .35 |
| Estimated bid price * | 2.67 |

*20¢ differential estimated between base and top course materials.

SPECIAL PROVISIONS

Units Nos. 1 and 2 of the
Gwendolen-Base Line Section

## WORK IN TWO UNITS

On account of the more than ordinary amount of work involved in the grading and surfacing of the Gwendolen-Base Line Section, and the necessity for the early completion of that work, it has been considered advisable to divide the section into two units and to allow contractors to bid separately upon the work within the limits of each unit. Accordingly, a division has been made at Station 816, and the part of the section north of that section has been designated "Unit No. 1" and the part south thereof has been designated "Unit 2."

## BIDS MAY BE FOR ONE OR BOTH UNITS

Contractors may bid upon the grading and surfacing of Unit No. 1, they may bid upon the grading and surfacing of Unit No.2, and/ or they may bid upon the grading and surfacing of both Unit No. 1 and Unit No. 2.

Contractors may not, however, bid upoo the grading of one or both units as separate from the surfacing of the same units, or upon the surfacing as separate from the grading. The grading and surfacing must be bid together.

Special bidding sheets upon which to itemize the bid prices which are to apply to each unit are attached between pages 12 and 13 of the proposal form, and the prices which the bidder enters thereon shall be understood to be the prices which are to apply whether the contractor is awarded both units or only one unit. The conditions under which the contractor will accept awards shall then be as he indicates in the qualification clauses which follow the special bidding sheets.

In case the contractor can submit lower total bids if he is assured the award of both Unit 1 and Unit 2, he should show by proper entries in the qualification clauses above referred to, a lump sum by which he will reduce the sum of his itemized bids if awarded both units. The lump sum reduction will be made fifty per cent from each unit, and the deductions covering same shall be made from the final or semi-final estimates, unless in the opinion of the Engineer, the contractor has bid an unbalanced or excessive reduction, in which event the deductions covering same will be made at such times during the progress of the work as the Engineer may determine.

In considering bids the State Highway Commission will take into consideration the combined cost of the two units as well as the cost of each individual unit, and the low bidder upon either unit will have no claim upon the award if the acceptance of his bid would result in a higher total cost for the two units than some other bid, or combination of bids.

## CLEARING AND GRUBBING

In case the accepted bid includes what the Engineer considers to be an unbalanced or excessive price for clearing and grubbing, no payment for clearing and grubbing work will be made until all work under the contract is completed.

## CLASSIFICATION

Excavation shall be classified on the two classification basis described on page 21 of the specification and contract agreement form.

## CULVERT PIPE

Contractors will submit bids upon each of three alternate combinations of culvert pipe items. These alternate combinations shall be referred to as pipe alternates "A", "B", and "C", and the types of pipe to be furnished under the different alternates shall be as follows:

Pipe Alternate "A": Concrete pipe for all sizes 12 inches to 36 inches, inclusive.

Pipe Alternate "B": Corrugated galvanized iron pipe for all sizes 12 inches to 36 inches, inclusive.

Pipe Alternate "C": Vitrified clay pipe for the 12, 18 and 24 inch sizes, and concrete pipe for the 36-inch size.

## VITRIFIED CLAY PIPE

Work to be Done:

Under this item the contractor shall construct culverts of vitrified clay pipe at such points as are indicated upon the plans, or as are designated by the Engineer.

Quality of Pipe:

Vitrified clay pipe for use in pipe culvert construction shall be of the bell and spigot type. Each length shall be first quality, salt glazed, hard burned pipe, free from blisters, lumps or flakes which are thicker than one-sixth of the nominal thickness of shall. Pipe having fire checks or cracks of any kind more than one and one-half (1½) inches in length shall be rejected, as shall also all pipe varying from a true cylinder more than one-twenty-fourth (1/24) of the diameter of varying from a true line more than one-quarter (1/4) of one (1) inch.

When tested for absorbtion in accordance with the standard specifications of the American Society for Testing Materials, the pipe shall not absorb more than eight (8) per cent of water.

The thicknesses of shell shall not be less than the following.

| | |
|---|---|
| 12-inch pipe | 1 inch |
| 18-inch pipe | 1½ inches |
| 24-inch pipe | 2 inches. |

When tested without lateral support ( the contact points at support and application of load not exceeding three (3) inches in width) the pipe shall show a load supporting capacity per foot of length at least equal to that given for the particular size of pipe in the following table:

| DIameter | Supporting Capacity in pounds per lineal foot |
|---|---|
| 12" | 2100 |
| 18" | 2400 |
| 24" | 2700 |

Placing:

Vitrified clay pipe shall be placed in the same manner as is specified on page 69 of the standard specification form for the placing of concrete pipe, all three of the paragraphs under the sub-head "Placing" being applicable.

Measurement and Payment:

Vitrified clay pipe shall be paid for at the price bid per lineal foot for vitrified clay pipe of the size used. This price shall be understood to include the furnishing, hauling and placing of the pipe, the back-filling and covering, and all other work and expense incidental to the complete installation of the pipe, excepting, only, the excavating of the trench in which the pipe is placed, which excavating will be paid for at the price bid for the class of excavation involved.

## BRIDGE CONSTRUCTION NOT INCLUDED

The construction of the bridge over Rock Creek and the trestle across Jumper Canyon is not included as a part of the work to be done under this contract, but same will be handled under a separate contract.

The contractor shall handle his operations in a manner which will not interfere with the construction of these structures or with the operations of the bridge contractor, and after the structures are in place and completed, the contractor shall build and surface the embankment approaches to them. The unit bid prices for excavation and broken stone surfacing shall apply in connection with the building and surfacing of said approaches as well as to other work under the contract.

## BROKEN STONE SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraphs below, and to the attached or accompanying cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

The surfacing shall be constructed in three courses. The first course shall consist of base course materials, and shall be approximately four (4) inches in thickness; the second course shall consist of top course materials and shall be approximately three (3) inches in thickness; the third course shall consist of top course materials and shall be approximately one (1) inch in thickness.

The finished surfacing shall have a bottom width of eighteen (18) feet and a top width of fourteen (14) feet. Each course shall entirely cover and overlap the course below it, as indicated on the typical cross-section plan attached.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. The loss by abrasion when tested in the manner described in Bulletin No. 555 of the U. S. Department of Agriculture shall not exceed eight (8) per cent.

Prospective, but not guaranteed, sources of suitable rock are indicated on the plans. The contractor shall commence the development of no source of materials until the rock available from it has been tested and approved by the State Highway Department Testing Laboratory, and until it has been approved by the Engineer.

Contractor to Acquire and Develop Sources of Material;

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of materials passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings, and shall contain not to exceed thirty-five (35) per cent of materials passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as practicable, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling and Placing:

The direction of hauling, the direction of progress in surfacing construction, and the point or points of commencing surfacing construction shall at all times be under the control of the Engineer. Unless otherwise specifically ordered by the Engineer, however, the placing of materials from a given crusher set-up shall progress away from the point where the vehicles delivering the materials enter upon the road, and shall progress toward the ends of the section or unit being surfaced from that set-up. Also, unless otherwise specifically ordered by the Engineer, each course shall be in place at least one mile in advance of the course which is to cover it, and the trucks or other hauling vehicles must, in passing back and forth between the point of entry upon the road and the points of deposit, travel over the surfacing materials that are in place between those points, this travel being distributed over the width of the surfacing in such manner as to be most effective

in the compacting of the surfacing materials. Hauling over the surfacing materials will not be required or permitted, however, if it tends to work the materials into the subgrade, or to churn the base course into the top.

Incorporation of Filler:

Immediately following the depositing of the materials for a given course, the materials shall, by means of suitable blade graders, be spread and shaped to uniform crown and even surface. There shall then be spread over the materials, a course of "Filler" material of the kind and quality hereinafter specified, and this filler material shall, in the manner hereinafter described, be incorporated and mixed with the rock in the course below it.

Unless otherwise ordered, "Filler" shall be added to and incorporated with each course of the surfacing.

Blading and Dragging:

The contractor shall do such blading and dragging of each course as may be necessary to bring it to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain it free from ruts and true to the crown, grade and surface to which it is first constructed. It shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed; provided, however, that when the whole of a section being surfaced from one set-up is entirely completed, the maintenance of that section will be taken over by the State, and further blading and dragging on that section will not be required of the contractor.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor, and paid for as "extra Work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, in-

clusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified, shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit prices bid shall be understood to cover the preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the incorporating of filler, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

## MAINTENANCE MATERIALS

Work to be Done:

Under this item the contractor shall produce and stockpile broken stone to be used later in connection with maintenance work.

Materials:

Maintenance materials shall conform in every respect to the specifications hereinbefore given for materials for use in the top course of the broken stone surfacing.

Location of Stock Piles:

Stock piles of maintenance materials shall be located immediately adjacent to the crusher set-up or set-ups from which the materials for the broken stone surfacing are produced. They shall be located upon ground suitable for the purpose and in such posi-

tion as to be easily accessible to trucks.

Preparation of Stock Pile Sites:

The sites for the stock piles shall be cleared of all brush, trees, stumps, loose stones, and other matter which might become mixed with the broken stone, or which might interfere with the picking up of the broken stone when same is to be removed, and they shall be otherwise prepared as the Engineer may consider necessary to make them suitable and satisfactory in all respects.

Form of Piles:

The piles shall be not less than fifteen (15) feet in height with sides slopes not flatter than one and one-half to one; they shall be neat and regular in form, and they shall cover as small areas as practicable.

Quantities:

The quantities of maintenance materials to be stockpiled at each crusher set-up shall be as the engineer may order.

Measurement and Payment:

Payment for maintenance materials will be made at the price bid per cubic yard for that item, which price shall be understood to cover the cost of the producing, delivering and piling of the materials and the preparation of the stock pile sites.

The quantity to be paid for shall be the number of cubic yards delivered in accordance with the above specifications as determined by cross-section measurement of the completed stock piles No allowance will be made for settlement or shrinkage.

F I L L E R

Under this item filler materials shall be placed by the contractor in accordance with the following provisions:

Material:

Material for use as "filler" shall be clay or other earth material possessing suitable binding qualities. It shall be free

from stones, lumps, clods and foreign matter of all kinds. It shall be uniform in texture, well pulverized and otherwise suitable for the purpose which it is to serve.

Sources of Filler Materials:

Materials for use as "filler" shall be obtained from such sources as the engineer may select.

The right to take materials from the sources selected by the Engineer will be acquired by the State Highway Commission without cost to the contractor.

Development of Sources:

The development of the sources of filler materials, including the removal of overburden and the construction and maintenance of hauling roads shall be considered to be a part of the work to be done in connection with the furnishing of filler materials, and the cost thereof shall be borne by the contractor.

Incorporation of Filler:

After the course of surfacing in connection with which the filler is to be used has been spread to uniform crown and even surface as elsewhere provided, the filler materials shall be spread uniformly over the surfacing materials in such quantity as the Engineer may direct. The incorporation or mixing of the filler with the surfacing materials in the course being filled, shall then be accomplished in the following manner.

By means of a heavy blade grader the surfacing materials in the course being filled and the filler materials to be mixed with them, shall be moved, first, from their position on the road, to the edges of the road, and second, back into position again. This operation of moving the materials to the sides or edges of the road, and them back into position shall be performed at least twice, and more times if necessary for the thorough mixing of the filler with the surfacing materials.

After the filler is thoroughly mixed in, the course shall be reshaped to uniform crown, and even surface, and so maintained as hereinbefore specified.

Measurement and Payment:

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per yard mile.

A yard-mile of "filler-haul" shall be understood to be the hauling of one cubic yard (loose measure) of "filler" for a distance of one mile. The lengths of haul shall be measured in one-half mile units; and fractional half-miles will be allowed for as full half-miles: that is, hauls of less than one-half mile will be allowed for as hauls of one-half mile, hauls of more than one-half mile but less than one mile will be allowed for as hauls of one mile, etc. etc.

## MAINTENANCE IN CASE OF FAILURE TO COMPLETE AS SPECIFIED

In case the contractor fails to complete the work to be done under this contract within the time specified, with the result that the work must be carried over the winter of 1924-25, the contractor shall maintain the roadbed and surfacing during the winter months, and in the spring he shall regrade the roadbed, reshape the surfacing, and do all things necessary to place the roadbed in a proper condition to be surfaced, and to place the uncompleted surfacing in proper condition for the continuance of the work. The job will not be considered to be completed until all erosion and damage occurring during the winter months has been repaired, and until the whole of the roadbed and surfacing is in the same finished condition that it would have been in at its completion, had it been completed on time.

All expense incurred in connection with the maintaining, regrading, repairing, and refinishing as above specified, shall be borne by the contractor; provided, however, that he will be allowed payment at his unit bid prices for the excavation of slides and for the excavation of materials necessary to build settled fills

back to proper grade; and further provided, that he will be relieved of maintenance and repair expense in connection with sections of the project more than two miles in length which are entirely completed prior to the specified date for completion.

Maintenance of surfacing,as above specified, to be done shall include all such dragging and blading as may be necessary to keep whatever surfacing materials are on the road free from ruts, and properly crowned and in good usable condition during the winter and spring.

RATE OF PROGRESS IN SURFACING.

The actual production of surfacing materials for Unit No. 1 shall commence not later than August 1st, 1924, and shall proceed continuously thereafter at a rate not below 150 cubic yards per day.

The actual production of surfacing materials for Unit No. 2 shall commence not later than August 1st, 1924, and shall proceed continuously thereafter at a rate not below 200 cubic yards per day.

In case one contractor is awarded both units, that contractor will be required to install and operate two complete crushing plants, both plants to be in continuous operation from and after August 1st, 1924, and the combined production of the two plants to be not less than 330 cubic yards per day.

BLADING EQUIPMENT

For the performance of the blading work incidental to the construction of the surfacing as above specified, the contractor shall have in operation upon each unit, during the whole of the time that surfacing construction is in progress, all of the following described blading equipment and such additional equipment of that kind as may be necessary to produce the specified results:

(1) Two light blade graders to be used in the spreading of the surfacing and filler materials.

(2) One heavy, eight (8) foot blade grader to be used in incorporating filler with the surfacing materials, and in keeping the surfacing maintained and shaped up under traffic.

(3) Such numbers of trucks, tractors and/ or teams as are required to efficiently operate the above listed graders.

The heavy eight-foot grader shall be equipped with rubber tires.

In case two crushing plants are to be operated on one unit, two complete blading outfits such as specified above will be required on that unit.

All equipment shall be in good condition when brought onto the work and shall be maintained in good repair at all times.

* * * * *

PG 106

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

May 17, 1924.

RECEIVED
MAY 20 1924

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On May 7th the Secretary of Agriculture approved the project statement covering Oregon 106, Gwendolin-Rock Creek section of the John Day Highway.

Yours very truly,

[illegible],
District Engineer.

REFERRED TO
BY R. A. K.

FORM 8A 53510 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

F.R. 106

The Dalles, Oregon - May 10, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

MAY 12 1924
STATE

Dear Sir:

Enclosed herewith, Division Engineer's Estimate of Cost, for grading and surfacing the Gwendolin-Base Line Section of the John Day Highway in Gilliam County.

I recommend that the following Special Provisions embodied in Contract No. 713, Sherman County Line-Cow Canyon section under subtitles as follows: As used

1. Bids on one or both Units.
2. Clearing and Grubbing.
3. Classification to be changed, to be under the Three Classification head. mcy.
4. Culvert Pipe.
5. Broken Stone Surfacing.
6. Preparation of Subgrade.
7. Number of courses and cross sections.
8. Materials.
9. Contractor to acquire and develope sources of materials.
10. Sizes of Materials.
11. Means to prevent separation of fine from course material.
12. Placing of Materials to be changed to "Hauling" as follows

Use two classification

Unit #1 - 1159 to 816
Unit #2 - 816 to 316

(instead of "Placing Materials.") The direction of hauling, the direction of progress in surfacing construction, and the point or points of commencing work, shall at all times be under the control of the engineer. The first course shall be constructed at such distance in advance of the second course as the engineer may direct, and whether hauling shall or shall not be done over the newly placed materials shall be de-

termined by him. In these matters the engineer shall be guided by the effect hauling over the newly placed materials may have upon the resultant surfacing. Hauling over the materials will be required as long as it tends to compact them, this travel shall be distributed over the width of the surfacing in such manner as to be most effective in compacting the surfacing materials. Hauling over the materials will not be allowed if it tends to work them into the subgrade, or to churn the materials of one course into those of another."

13. Incorporation of Filler.
14. Blading & Dragging.
15. Blading Equipment same, with special attention called to the fact that two crushing plants are required, (one for each unit) which will require two complete blading outfits as specified above.
16. Sprinkling & Rolling.
17. Finishing shoulders and cleaning ditches.
18. Measurement and Payment.
19. Maintenance Material.

Work to be done.

20. Materials.
21. Point of Delivery.
22. Stock Piles.
23. Quantities.
24. Measurement & Payments.
25. Filler.
26. Material.
27. Sources of Filler Material.
28. Development of Sources.
29. Incorporation of Filler.
30. Measurement & Payment.
31. Maintenance in case of failure to complete as specified.

It is recommended that each unit be awarded as a separate contract, which will then necessarily call for two separate outfits and plants, even if a combined bid is accepted and naturally will facilitate the work as it is deemed advisable to try and get this gap entirely completed this fall.

It is recommended that the time limit for the completion of each unit be of date of December 31, 1924.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS, FOR

GRADING & SURFACING - UNITS NO. 1 & 2

GWENDOLIN - BASE LINE SECTION, JOHN DAY HIGHWAY IN GILLIAM COUNTY

Station 316/00 to 1165/00 — 15.944 Miles

Unit No. 2 (as adjusted)
~~Unit No. 1~~

Station 816 to 316
~~316/00 to 817/40~~ — 9.5 Miles

Estimated Cost of items, as called for in proposal

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Clearing & Grub | ALL required | | 50.00 | |
| 52,500 | Cu.Yds. | Common Excavation | @ | .35 | 18,375.00 | |
| 250 | " " | Intermediate " | @ | .50 | 125.00 | |
| 1,500 | " " | Solid Rock " | @ | 2.20 | 3,300.00 | |
| 12,500 | St. " | Overhaul | @ | .05 | 625.00 | |
| 1,700 | Lin.Ft. | 12" Galv Iron Cul Pipe | @ | 1.50 | 2,655.00 | |
| 34 | " " | 18" " " " " | @ | 2.75 | 93.50 | |
| 34 | " " | 24" " " " " | @ | 3.50 | 119.00 | |
| 36 | " " | 36" " " " " | @ | 6.50 | 234.00 | |
| 1,700 | " " | 12" Concrete Cul " | @ | 1.90 | Alternate | 3,363.00 |
| 34 | " " | 18" Reiff " " " | @ | 3.50 | " | 119.00 |
| 34 | " " | 24" " " " " | @ | 5.00 | " | 170.00 |
| 36 | " " | 36" " " " " | @ | 9.00 | " | 324.00 |
| 50 | Cu.Yds. | Class "C" Concrete | @ | 35.00 | 1,750.00 | |
| 15 | " " | Rip Rap | @ | 3.50 | 52.50 | |
| | | Estimated Cost Grading | | | $ 27,379.00 | $ 28,253.50 |
| 20,000 | Cu.Yds. | Rock Surfacing Mater. | @ | 2.67 | 53,400.00 | |
| 1,400 | " " | " Maintenance " | @ | 1.60 | 2,240.00 | |
| 5,500 | " " | Filler | @ | .50 | 2,750.00 | |
| | | Total Estimated Cost U #1 | | | $ 85,769.00 | $ 86,643.50 |

Detail analysis of cost Surfacing materials

| | Surfacing | Maintenance |
|---|---|---|
| Set Up & Tear Down | .20 | .20 |
| Quarrying | .50 | .50 |
| Crushing | .50 | .50 |
| Hauling(Basis .25 yd. mile) | .721 | (57868 Yd.Miles) |
| Royalty | .05 | .05 |
| Stock Piling | | .15 |
| Blading & Processing | .35 | |
| | 2.32 | 1.40 |
| Plus 15% | .35 | .21 |
| | $2.67 | $1.61 |

Filler Haul all in 500 Free Haul Limit

Quarry 1000 feet right Station 527/00 - 0.2 Mile Dead Haul

GWENDOLIN - BASE LINE SECTION, CONTINUED

~~Unit No. 2~~ Unit No. 1 (as advertised)

Station ~~817/40 to 1165/00~~ 1159 to 816 — 6.444 Miles

Estimated Cost of items, as called for in proposal

| | | | | | | |
|---|---|---|---|---|---|---|
| | Clearing & Grubbing | | All required | 100.00 | | |
| 42,500 | Cu.Yds. | Common Excavation | @ .35 | 14,875.00 | | |
| 1,250 | " " | Intermediate " | @ .50 | 625.00 | | |
| 21,000 | " " | Solid Rock " | @ 1.35 | 28,350.00 | | |
| 12,500 | St. " | Overhaul | @ .05 | 625.00 | | |
| 1,140 | LinFt. | 12" Galv Iron Culv Pipe | @ 1.50 | 1,710.00 | | |
| 176 | " " | 18" " " " " | @ 2.75 | 484.00 | | |
| 136 | " " | 24" " " " " | @ 3.50 | 476.00 | | |
| 114 | " " | 36" " " " " | @ 6.50 | 741.00 | | |
| 1,140 | " " | 12" Concrete " " | @ 1.90 | Alternate | | 2,166.00 |
| 176 | " " | 18" Reinf Con. " " | @ 3.50 | " | | 616.00 |
| 136 | " " | 24" " " " " | @ 5.00 | " | | 680.00 |
| 114 | " " | 36" " " " " | @ 9.00 | " | | 1,026.00 |
| 60 | Cu.Yds. | Class "C" Concrete | @35.00 | 2,100.00 | | |
| 95 | " " | Rip Rap | @ 3.50 | 332.50 | | |
| 5 | " " | Rubble Masonry | @15.00 | 75.00 | | |
| | | Estimated Grading Cost | | $50,493.50 | | $51,570.50 |
| 14,000 | Cu.Yds. | Rock Surfacing Mater. | @ 2.40 | 33,600.00 | | |
| 1,000 | " " | Rock Maintenance " | @ 1.60 | 1,600.00 | | |
| 4,000 | " " | Filler | @ .50 | 2,000.00 | | |
| 2,145 | Yard Miles | Filler Haul | @ .25 | 536.25 | | |
| | | Total Estimated Cost Unit No. 2 | | $88,229.75 | | $89,306.75 |

Quarry 300 Ft. (.05 Miles) Right of Sta 948/00

| Detail analysis of Cost | Surfacing Materials | Maintenance Material |
|---|---|---|
| Set Up & Tear Down | .20 | .20 |
| Quarrying | .50 | .50 |
| Crushing | .50 | .50 |
| Hauling(Basis .25 Yd.Mile) | .4984(27715 Y M) | |
| Royalty | .05 | .05 |
| Stock Piling | | .15 |
| Blading & Processing | .35 | |
| | 2.0984 | 1.40 |
| Plus 15% | .3148 | .21 |
| | $2.4132 | $1.61 |

Filler all in 500 feet free haul except between Station 970 to 1165, which is estimated in one mile haul (2145 Cubic Yards required)
Basis of estimating quantities for surfacing, both Units 1 and 2.
40 Cubic Yards Surfacing Material, per station, 2112 Cubic yards per mile
11 " " Filler " " " 581 " " " " "
150 " " Maintenance " " Mile

| | | | |
|---|---|---|---|
| Estimated Cost Unit No. 1 | Iron Pipe | $85,769.00 | Con.Pipe $86,643.50 |
| " " " " 2 | " " | 88,229.75 | " " 89,306.75 |
| Total Estimated Cost | | $173,998.75 | $175,950.25 |

Estimated reduction if let in one contract
" cost " " " " "

FR-106

May 2nd, 1924.

PR-106

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to your telephone call of this morning, relative to quantities on the Gwendolen-Base Line Section, Federal Aid Project No. 106.

By reference to our letter of March 15th, you will note that we stated that the quantities which we were sending you were approximate only. This statement was made up only for the purpose of getting an approximate estimate of cost for the project and to enable you to supply us with your estimated unit prices. It was intended that the estimate sent to the Bureau of Public Roads would be corrected to be in accordance with the summary made up for the Federal Aid plans.

We are enclosing herewith one blue print copy of the summary sheet for the Federal Aid plans. The quantities given thereon were taken from the mile summaries shown on the original profile. We did not, however, go back to the original profiles and check these quantities through to see that the mile summaries there shown are correct. In case you find that there are any errors, we would be very pleased to make such a check or such corrections as you may suggest.

As a possible source of confusion, we would mention the fact that the project immediately north was advertised to extend as far south as the Rock Creek Bridge, but in making up the contract the construction was terminated at the Base Line. This will leave a gap of something over a mile at the north end of the project, for which the quantites were not included in the blue print profile sent you on March 28th.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

(Dict. by J. W. DeSousa / TW)
Enclosure.

TR-106

RECEIVED
APR 9 1924
OREGON
STATE HIGHWAY COMMISSION

The Dalles, Oregon - April 8, 1924

Mr. C. H. Purcell, District Engineer
Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

The citizens of Gilliam County, as you know, are going to vote upon a $75,000.00 bond issue at the primary election in May. If the bond mentioned passes, the money is to be applied on the Gwendolene-Olex section of the John Day Highway in co-operation with the Bureau of Public Roads and the State HighwayCommission to complete the gap.

It is our intention, if the measure passes, to call for bids on this project at the regular meeting of the Highway Commission to be held in the latter part of May and we wish to have all data ready to file immediately if the election is favorable.

As this is a Federal Aid Project, it is requested that you have a representative of your department make an examination of the project, as proposed, upon the ground in conjunction with our Engineer, in order that, if there are any major changes that may develope, or you desire, that the same can be made to meet your approval prior to the calling of bids.

Therefore, if you can give me four or five days prior notice before your representative arrives, I will have the line flaged through or staked sufficently so that he can intelligently view the project.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

cc R. A. Klein
K. D. Lytle

CORRECT
SAP

PR #106

March 28, 1924.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 25th, calling our attention to the fact that the request made in your letter of March 15th, for maps and profiles for the Gwendolin-Olex Section, had not been attended to.

We regret that there has been delay in connection with this matter, but your letter of the 15th was turned over to Mr. DeSousa for attention, and before the information requested had been sent out, Mr. DeSousa was taken sick, and for some reason your letter did not come back to me for attention.

We are today sending to you by express the following information pertaining to the Gwendolin-Olex Section:

400 foot scale detail maps;
100 foot scale detail maps;
Three sets of blue prints of the upper one-half of the Federal Aid plans;
Three blue print copies of the roll profiles;
Three blue print copies of the 2000 foot scale sketch map.

We are sending prints of the upper half of the map portion of the Federal Aid plans due to the fact that we have no roll tracing of either the 400 foot or the 100 foot maps.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:T

H. K. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - March 25, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

On March 15th, I wrote to your office for three prints of maps and profiles showing alignment of the Gwendolen-Olex Section of the John Day Highway in Gilliam County, the same to be used in the preparation of the descriptions, in order that the right of way may be acquired by resolution of the County Court.

I am very desirous of obtaining this data and will appreciate your sending them to me as soon as possible.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H N Hackett
Office Engineer.

HNH-vc

ANSWERED
S. H. Probert

H. [illegible] VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - March 15, 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Please furnish this office three copies of the Gwendolen-Olex Section of the John Day Highway in Gilliam County, the same to be used in the preparation of the description in order that the right-of-way may be acquired by resolution of the County Court.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H. N. Hackett
Office Engineer.

HNH-vc

March 15, 1924.

PR 106

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

The Gwendolyn-Base Line Section of the John Day Highway probably will be advertised for bids to be received in May. We are writing this letter to call to your attention the matter of right-of-way on the project, in order that there may be no delay when the contract is awarded. We would suggest that you look into this matter, and if you find that a right-of-way has not been secured, that steps be taken to this end.

We do not appear to have any descriptions in the location data in this office, but will be pleased to furnish you with copies of such maps as you may desire.

We are making this a Federal Aid Project, and are preparing plans for the Bureau at the present time. They will be completed in the near future, and we would request that you send us an estimate of cost, unit price analysis of surfacing quantities and an outline of special surfacing provisions to accompany these plans. We are sending you an approximate estimate of the quantities herewith.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)
Enclosure.

GWENDOLYN - BASE LINE

15.829 Miles.

| | | |
|---|---|---|
| All Required | | Clearing and Grubbing |
| 95,000 | cu.yds. | Common Excavation |
| 3,000 | " | Intermediate Excavation |
| 22,500 | " | Solid Rock Excavation |
| 25,000 | sta.yds. | Overhaul |
| 2,850 | lin.ft. | 12" Pipe |
| 90 | " | 18" Pipe |
| 150 | " | 24" " |
| 220 | " | 24" " |
| 125 | cu.yds. | Class "C" Concrete |
| 105 | " | Rip Rap |
| 2,350 | lin.ft. | Guard Fence |
| 17,000 | cu.yds. | Surfacing, Top Course |
| 17,000 | " | Surfacing, Base Course |
| 4,000 | " | Filler |

- - - - -

T. 1 N. R 21 E.

T 1 S. R 21 E.

To Arlington

END OF PROJECT
Sta 1159+00

Olex

ROCK CREEK

Juniper Canyon

4 3 2 1

9 10 11 12 1

16 15 14 13

36 35 34 33

Canyon

25 26 27 28

Pats

24 23 22 21

CREEK

13 14 15 16

Piper Canyon

33 34 35 36

T. 1 S R. 21 E.

T. 2 S. R. 21 E.

4 3 2 1

Clem

Barn

9 10 11 12

Scotts

Canyon

16 15 14 13

Speece

13
24
25
36
Speece
14
23
26
35
15
22
27
34
19
ORE

## LEGEND

COMPLETED IMPROVEMENT

FEDERAL AID PROJECT

OTHER ROADS UNIMPROVED

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

# OREGON PROJECT STATEMENT NO. 106

## JOHN DAY HIGHWAY

## BASE LINE TO GWENDOLEN

GILLIAM COUNTY

February 20, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

FR 106

Gentlemen:

Herewith we are enclosing four copies of project statement covering the Gwendolen-Rock Creek Section of the John Day Highway in Gilliam County.

We have assigned No. 106 to this project.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

OREGON

Form P R 1. 1
Bureau of Public Roads
U.S. Dept. of Agr.

PROJECT NO. 106
(Not to be filled in)

# PROJECT STATEMENT

As Required By

FEDERAL AID ROAD ACT

Approved July 11, 1916, And Acts Ammendatory Thereof And Supplementary Thereto

(Date) February 20, 1924.

THE SECRETARY OF AGRICULTURE,
Washington, D. C.

Sir:

The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes", as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local Name of Road Gwendolin-Rock Creek

2. Between control points of official description: Condon and Shutlers

3. Between intermediate control points if used: Rock Creek and a point six miles North of Condon, County of Gilliam

4. Length in miles (gross) 16.06 (net) 16.06

5. Preliminary estimate of cost: Total $ 215,000.00 ; Section of road to be first improved $ 215,000.00 of which $ 10,000.00 is the estimated cost of "bridges" of 20' span or over.

6. Amount of funds which will be available for construction of section of road to be first improved: (a) State: 215,000 less Federal Aid

(Amount) (Source; refer to statute.)

(b) County _____

(Amount) (Source; refer to statute.)

7. Funds for maintenance to be provided by State
(State or (and) County.)

from the following sources: Resolution of August 17, 1917, under Chapter 257, Laws
(Refer to statute.)

of 1917

8. Official, officials, or despository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report; and full title of report accompanying this Project Statement: _____

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: none

11. Additional remarks: _____

_____

_____

_____

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

_____
(Official title of Highway Department)

By _____
CHAIRMAN

_____
(Title of officer)

By H B Van Duzen
COMMISSIONER

_____
(Title of officer)

By W H Malone

COMMISSIONER

_____
(Title of officer)

CONTRACT #734,

SEE:

CONTRACT #704

12

734 SEE: Contract 704

CONTRACT #735,

SEE:

CONTRACT #607,

735 SEE: Contract 607

CONTRACT#738,

105-A Harrisburg Bridge 1924-1927

738

March 9, 1927. FH 105-A

Mr. O. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are giving you the detailed cost on the placing of fascines and rock to protect the channel at the Harrisburg Bridge, Oregon Project No. 105-A.

Cost for 4,678 cubic yards of Rock:

| | |
|---|---|
| Quarrying and Loading. . . . . | $ 8,923.26 |
| Hauling. . . . . | 8,258.29 |
| Unloading. . . . . | 2,982.78 |
| Placing in Revetment . . . . . | 6,261.95 |
| Miscellaneous. . . . . | [illegible] |
| Total | $ 27,657.88 |

Cost for 1,950 Cords of Fascines:

| | |
|---|---|
| Cutting, Making and Placing | $ 8,305.00 |

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSoun/AP

Revetment

| | Total cost | unit cost |
|---|---|---|
| Retaining Loading Dock | 623.24 | 1.48 |
| Hauling Dock (4678 c.y.d.) | 8258.29 | 1.77 |
| Unloading Dock | 2982.76 | 0.64 |
| Retaining Wall Revetment | 6261.93 | 1.34 |
| Miscellaneous work (Waling strips on piling, metal mesh to retain rock between timbers, and Emergency work (Trees and rock dam behind revetment) | 3211.31 | 4.68 |
| | 27,637.53 | 5.91 |

De Souza

35,942.56
27,637.53
8,305.03

DEPARTMENT OF AGRI[illegible]U[illegible]

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

February 9, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of final voucher covering Oregon Federal Aid 105-A, Harrisburg Bridge.

Under contingencies is noted an item on which Federal Aid is requested, as follows:

"Fascines and Rock placed to protect channel,
(State forces),- - - - - - - - - - - - - - - - $ 35,942.56."

At the time this project was initiated it was our understanding that the revetment work was to be done by the State without Federal Aid. However, we are willing to recommend this item for payment providing detailed costs covering this work are furnished. If any part of this work was handled by contract, it will of course be necessary to furnish us with the customary number of copies.

Final voucher covering this project will be held--pending receipt of your reply.

Very truly yours,

1850 Cards.

C. H. Purcell
District Engineer.
by [signature]
[illegible]way Engineer

February 9, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of final voucher covering Oregon Federal Aid 105-A, Harrisburg Bridge.

Under contingencies is noted an item on which Federal Aid is requested, as follows:

"Jetties and Rock placed to protect channel,
(State forces),- - - - - - - - - - - - - - - - $ 35,982.56."

At the time this project was initiated it was our understanding that the pavement work was to be done by the State without Federal Aid. However, we are willing to recommend this item for payment providing detailed costs covering this work are furnished. If any part of this work was handled by contract, it will of course be necessary to furnish us with the customary number of copies.

Final voucher covering this project will be held pending receipt of your reply.

Very truly yours,

C. H. Purcell
District Engineer.

October 20, 1926.

County Court of Lane County,
Eugene, Oregon.

County Court of Linn County,
Albany, Oregon.

Gentlemen:

As I previously advised you, this department has not yet come to a final agreement with the Portland Bridge Company on the construction of the bridge over the Willamette River at Harrisburg in which both counties are cooperating, consequently, the final estimate has not yet been issued and it is respectfully requested that, in preparing your budget, you keep this in mind and keep intact the balance of your original set-up for this purpose. We expected to have this matter closed before now, but we are unable at this time to predict just when the matter may be brought to a final determination.

Very truly yours,

State Highway Engineer.

RAK:EI

June 11, 1926.

County Court of Lane County,
Eugene, Oregon.

County Court of Linn County,
Albany, Oregon.

Gentlemen:

With reference to the Coon Bridge across the Willamette River at Harrisburg, I regret to advise that, while the bridge has been completed and has been in use since the first of the year, this department has been unable to render the final estimate to you on the Portland Bridge Company contract due to the fact that there are some claims of the contractor in controversy and he has not yet accepted his final estimate. You will appreciate the fact that, under these circumstances, this department is not in a position to hurry the acceptance of the final estimate, much as we would like to close up this contract.

It is, therefore, requested that the balance of the estimated cost set aside for this project be held intact until the final estimate is rendered and not drawn out and used for other purposes.

The last estimate forwarded to you was No. 18, dated January 14, 1926.

You will understand that the above refers to the Portland Bridge Company contract only. All revetment work repairs will be paid for direct by the state as a maintenance feature without cost to the counties.

Very truly yours,

State Highway Engineer.

RAK:HI

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M[illegible]ONE, CORVALLIS
} COMMISSIONERS

STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM May 28th, 1926

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

Sometime ago you asked me for a statement in reference to the status of the final estimate for the Harrisburg Bridge. In compliance with this request the following report is submitted:

It is impossible to give you exact data at this time for two reasons - first: In reference to some of the quantities there is a slight difference between our engineer's figures and those claimed by the contractor. Mr. Mieth was to secure further data and we were to discuss these things further with him. To date he has not done so and therefore in a few minor instances the quantities shown in our estimate do not appear to be satisfactory to the contractor. These differences, however, are comparatively small in amount.

Second: We have not received complete bills and payrolls for some of the force account work and can not arrive at an exact figure in reference to this. In this connection also I might state that Mr. Mieth has been requested to submit these force account claims and has not done so to date.

Aside from the above differences which are relatively minor, Mr. Mieth is claiming an adjustment on the character of the foundation material. He has stated his claim verbally in amounts varying from $10,000.00 to $30,000.00. He has never made any definite claim, but has confined himself so far to generalities. We have repeatedly refused to concede the validity of this claim, even in principle. This matter also was taken up with Mr. Devers and a conference was held between Mr. Mieth,

Mr. Devers and myself, at which time Mr. Devers ruled that there was no basis for a claim of this kind. In view of this latter fact, therefore, I have rather hesitated in writing Mr. Mieth urging that he send in his force account bills, as I felt that we were not obliged to seek our creditors and that the next move was his.

In view of all of the foregoing, therefore, the information given hereinbelow is not exact, but may be close enough for your purpose.

STATEMENT OF COSTS - HARRISBURG BRIDGE

| | | |
|---|---|---|
| Original estimate - - - - - - - - - - - - - - - - - - | | $201,000.00 |
| Original contract price - - - - - - - - - - - - - - - | | 183,200.00 |
| Cost of finished structure as follows: | | |
| (a) Structure as per plans - - | $179,302.00 | |
| (b) Substitution P.O.Cedar deck for fir deck - - - | 1,200.00 | |
| TOTAL - - - - - - - - - - | | 180,502.00 |
| Cost of construction of approach to Morris property - - - - - - - - -(approximately)- | | 1,250.00 |
| Deduction for equipment rental - - - - - - - - - - | | - 760.94 |

Linn County should pay one-third of the cost of construction, minus the deduction for equipment rental. This equipment was State equipment rented to the contractor and therefore is a saving accuring entirely to the State and not to the counties.

Lane County should pay the same amount plus the entire cost of constructing the Morris approach, as this was a right-of-way matter, pure and simple. Mr. Devers estimated that litigation in reference to this right-of-way would have resulted in property damage amounting to probably $2500.00. In this event, of course, the county would have had to pay for the entire amount of right-of-way damage, so that they should not complain on account of being

charged the full amount of this item.

The total amounts chargeable against the counties therefore would be as follows:

Lane County - 33 1/3% of ($179,302, plus $1200) - - - - - - - - - - - - $60,167.00
Cost of Morris approach - - 1,250.00
TOTAL - - - - - - - - - - - - - - - $61,417.00

Linn County - 33 1/3% of ($179,302, plus $1200.00) - - - - - - - - - - - - - - - - - - $60,167.00

The above figures, of course, are approximate.

In addition to the above figures, it would seem to me that the worst possible adjustment which could be made with Mr. Mieth on the foundations would not exceed $10,000.00. I am not admitting that any adjustment is coming to him, but simply assuming the worst condition possible, in which event the amounts billed against the two counties would be increased by about $3350.00 apiece. This would make the counties share some $63,500.00. In view of the fact that the original estmate was $201,000.00, one-third of which would amount to $67,150.00, neither of the counties are in position to complain in reference to the total cost of the structure, nor to urge that sufficient money was not set aside.

Very truly yours,

Bridge Engineer.

CBLcC:RP

Est # 18 Semi final - total cost to date # 172.08162
date of Jan 14 1926.

09-105a

June 3rd, 1926.

Mr. W. E. Wadsworth,
Harrisburg, Oregon.

Dear Sir:

Complying with your telephone request of this morning concerning statistics for the Harrisburg Bridge, we have to advise as follows:

Construction work on this bridge was started on July 15th, 1924, and was completed January 10th, 1926, at a cost of approximately $200,000.00. The roadway was 24 feet wide and has in addition an extra 5 feet for sidewalk purposes on one side. The roadway is an average height of 27 feet above the surface of the water, and is about 24 feet from the surface of the water to the bottom of the steel. The bridge consists of three steel spans, each 180 feet in length, making a total of 540 feet of steel span, and in addition to this, there are 1,700 feet of trestle approach.

We are not advised just who, if any, of the Highway Commission or Highway Department are to speak at the celebration on Saturday, but we imagine that if someone representing this Commission should speak that they will want to use the figures given above, and for that reason we would suggest that before they are given to anyone outside of this Department for use at this occasion, that inquiry be made of the highway officials in attendance, as to whether or not it is their intention to use this same information.

Information of this kind is generally used by the state Highway officials when making speeches at dedicatory ceremonies of this kind, and we would appreciate it if the figures be not used until, as stated above, it is first ascertained whether or not any of the highway officials will use them.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

Form 2-A—A-606—5M—8-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

99 10.5a

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM May 4, 1926

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e

Dear Sir:-

In reference to the Harrisburg name plate, we are asking for quotations and getting the preliminary work done, but will not be able to finish up the design until we know the date of the dedication. I wish you would advise us as soon as this date is definitely fixed, as we may be pretty well crowded for time.

NOTED

Very truly yours,

C.B. McCullough

Bridge Engineer.

CBMcC:RP

Sun Indemnity Company
OF NEW YORK
EDWARD C. LUNT, PRESIDENT

THIS SIGN HAS STOOD FOR
STRENGTH, SOLIDITY, SQUARE-DEALING
SINCE 1710

J. W. MOORE
AGENT

April 23, 1926.

HARRISBURG,
OREGON

ANSWERING LETTER OF:

Mr. Roy A. Kline, Secy.,
State Highway Commission,
Salem, Ore.

Dear Sir:

At a recent meeting of the Harrisburg Chamber of Commerce it was decided to hold the dedication of the new bridge here on or about May 15th, provided, of course that this date is satisfactory to the commission and that we can be assured of the commission's cooperation.

We would like to hear from you upon this subject and trust that we will be able to secure the presence of Gov. Pierce, Mr. Yeon and any other notables that you can get to come for the occation.

We assure you that we will do our part to make the venture a success if you will let us know what part of the program the commission will furnish. We will have a representative at the Albany dedication and can talk matters over at that time. However in the meantime we would like to hear from you.

Very truly yours,
Harrisburg Chamber of Commerce

J. W. Moore
Secy.

Copy sent to each member of Com
Apr 27 1926

~~10 Feet~~

RR-10/5-a

April 22, 1926.

Weatherford & Wyatt,
Attorneys at Law,
Albany, Oregon.

Attention Mr. J. R. Wyatt.

Gentlemen:

Your letter of the 20th inst., concerning employees of the State Highway Commission trespassing upon the property of Mr. J. R. Cartwright of Harrisburg, has been received and noted.

In reply will say that all our men were doing was setting out a few willow cuttings on the bank of the river which it is hoped would in time prevent considerable of the bank erosion caused by the high water in the river. Not only would this help to protect our bridge over the river at this point, but it would also protect Mr. Cartwright's property.

It was not the intention of this department to indiscriminately trespass upon and do any damage to Mr. Cartwright's property and we regret that we have antagonized him in any way. You may assure Mr. Cartwright that before any further work of this nature is undertaken by the employees of this department, that we will be glad to take the matter up with him before commencing operations.

We might add at this time that the willows which were planted were secured from property on the west side of the river and were carried over to the east side by our workmen.

We trust that the explanation given will prove satisfactory to Mr. Cartwright and we also hope that the willows that have been planted will eventually prove to be of great benefit to him as well as to this department.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

# WEATHERFORD & WYATT

ATTORNEYS AT LAW

ALBANY, OREGON

April 20, 1926.

Roy A.Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Mr.J.R.Cartwright of Harrisburg is in our office and informs us several men working under authority of the State Highway Commission have gone upon his lands immediately south of the Harrisburg highway bridge and have been cutting brush, sinking holes and doing other work without his permission or any authority from him whatever. He called upon the men to explain their actions and was met without any explanation whatever and a refusal to give the same.

We do not desire to take action against the Commission without some explanation from your office as to the purpose of their work and in trespassing upon private property. We would thank you for an explanation of the matter and it may be some adjustment can be made if it is the purpose of the Commission to go forward with any construction work.

Thanking you in advance for a reply, we are

Yours very truly,

WEATHERFORD & WYATT

By J.R.Wyatt

JRW:K

P.S. This work is being done on the east side of the Willamette River and along the bank thereof.

J.R.W.

#738 - 2100
009 1052

March 30, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Hass, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 26th inst. enclosing three copies of notice of claim of the Southern Oregon Company against the Portland Bridge Company for cedar piling furnished to them in the sum of $280.50 in connection with their contract for the construction of a bridge over the Willamette River at Harrisburg, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

MAR 29 1926

March 26, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of t his date, a notice of claim by the Southern Oregon Company, for cedar piling, in the sum of $280.30 against the bond taken from the Portland Bridge Company, principal, and the Fidelity and Deposit Company of Maryland, surety, for the construction of a bridge over the Willamette River at Harrisburg, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

L

ANSWERED
H. B. G.

To the State of Oregon, and/or
The State Highway Commission of the
State of Oregon, and/or it's officers:

Notice is hereby given that the undersigned, Southern Oregon Company, a corporation organized and existing under and by virtue of the laws of the State of Oregon, with its office and principal place of business at North Bend, Coos County, Oregon, has a claim for forty-six (46) peeled Port Orford cedar piling of various lengths, containing one thousand five hundred ninety-eight (1598) lineal feet, in the sum of TWO HUNDRED EIGHTY AND 30/100 ($280.30) against the bond taken from the Portland Bridge Company, as principal, and the Fidelity and Deposit Company of Maryland, as surety, for the construction of a bridge over the Willamette River at Harrisburg, Oregon,

Dated in North Bend, Oregon, on this 24th day of March, 1926.

SOUTHERN OREGON COMPANY

By _____
its Pres. and Treas.

(SEAL)

File No. 511

Filed March 26, 1926:
Sam A. Kozer, Secretary of State.

OG 1005a

March 18, 1926.

Mr. H. B. Van Duzer,
State Highway Commissioner,
455 Grand Avenue,
Portland, Oregon.

Dear Sir:

I presume that before long the city of Harrisburg and others will desire to celebrate the opening of the bridge across the Willamette River at Harrisburg. Last fall, they wanted to have a celebration, but it seemed advisable to put it off until spring when the weather would be better, and the month of April was tentatively decided upon.

At that time, we should have the name plates ready, and if you have any suggestion as to what should be put on the plates, honoring Mr. Yeon, I would be very much pleased to have it so that the plates could be prepared quickly. It usually takes a couple of weeks to have the dies made and the bronze castings completed. Please advise your wishes in the matter.

Very truly yours,

State Highway Engineer.

RAK:HI

January 27, 1926.

Mr. J. W. Moore, Secretary,
Harrisburg Chamber of Commerce,
Harrisburg, Oregon.

Dear Sir:

I wish to acknowledge receipt of your letter of January 26, 1926, suggesting that the bridge over the Willamette River at Harrisburg be named the Yeon Bridge. I wish to thank you for your suggestion and will be pleased to pass the same on to the members of the Highway Commission for their consideration.

Very truly yours,

State Highway Engineer.

HAK:HI

THE HARRISBURG NATIONAL BANK
of Harrisburg, Oregon

Harrisburg, Oregon
January 26, 1926.

Mr. Roy A. Kline, Secy.,
State Highway Commission,
Salem, Oregon.

Dear Sir:

We have observed that the highway commission desires to name some bridge on the highway system in honor of Mr. John B. Yeon and we beg to call your attention to the fact that the new bridge across the Willamette here at Harrisburg has not yet been named or dedicated.

The Harrisburg Chamber of Commerce has gone on record as highly approving the idea of dedicating this bridge and naming it for Mr. Yeon and we assure you that we will cooperate in every way possible in carrying out the ceremonies of dedication.

We trust that you will give this matter due consideration and command us in any way you desire.

Very truly yours,
Harrisburg Chamber of Commerce,
(sgd) J. W. MOORE
Secy.

(Original forwarded to H. V. Van Duzer)

#738-

January 19th, 1926.

Southern Oregon Company,
North Bend, Oregon.

Attention Mr. Herbert Armstrong, Pres. & Treas.

Dear Sir:

We acknowledge receipt of your letter of the 18th instant, advising us of your claim against the Portland Bridge Company for furnishing of a double carload of Port Orford Cedar to them in connection with their contract for the construction of the bridge over the Willamette River at Harrisburg.

Replying to your inquiry as to the surety on the bond, will say that the surety on the bond furnished by the Portland Bridge Company is the Fidelity & Deposit Company of Maryland, for whom R. E. Pixley is the local agent. His office is in the Cesco Building, Portland, Oregon.

In conformance with the terms of Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed herewith, you should file notice of your claim with the Secretary of State in order to hold the surety company responsible subsequent to the expiration of one year after date of completion of the project. It is not absolutely necessary to file notice with the State Highway Commission.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

...DEN WAR... CO.
...MINER, PRESIDENT
MENASHA, WISCONSIN

HERBERT ARMSTRONG, WESTERN AGENT
NORTH BEND, OREGON

SOU...RN OREGON COMPANY
HERBERT ARMSTRONG, PRES & TREAS.
NORTH BEND, OREGON

W. H. MINER, VICE-PRESIDENT
MENASHA, WISCONSIN

NORTH BEND, OREGON January 18,1926

State Highway Commission,
Salem, Oregon.

Dear Sirs:

On July 23,1925 we shipped a double carload of Port Orford Cedar piling to the Portland Bridge Co. at Harrisburg for use in building the highway bridge across the river.

This shipment was in response to a telephone communication from the Bridge Superintendent and the order was shipped through O. V. Gamble, who was then at Lebanon and later moved to Portland.

We have been unable to get any payment from either the Portland Bridge Co. or Mr. Gamble. There was no complaint as to the piling which were inspected by the Highway Engineer Department before shipment.

We understand from our attorney that we would be protected in this material under the contractor's bond, and we would thank you if you could supply us with information as to who the bonding company was and furthermore if it would be necessary to file the claim in your office.

ANSWERED
H R.G.

Yours truly,

SOUTHERN OREGON COMPANY

By Herbert Armstrong

HA:IF

December 24, 1925.

Mr. Leonard Gilkey, Secretary,
Albany Chamber of Commerce,
Albany, Oregon.

My dear Mr. Gilkey:

In response to your inquiry of December 11, 1925, relative to a date for celebrating the opening of the Willamette River bridge at Harrisburg, would say that I presented this matter to the members of the State Highway Commission. Their reply is that they are quite willing to abide by the wishes of the communities interested as to the date of opening, but it would appear the part of wisdom to postpone the opening until the spring when the weather is much more certain than during the winter months.

From an engineering viewpoint, would say that the approach on the Harrisburg side at the present time, while safe for travel, is rather muddy and would be somewhat disagreeable for people to walk around on at this time of the year, being a new fill and only lately covered with gravel. By next spring, this will have hardened up in good shape, and with drier conditions under foot it might add considerable to the pleasure of the occasion.

Very truly yours,

State Highway Engineer.

RAK:HI

COPY

Albany, Oregon, December 11, 1925.

Mr. Roy A. Klein,
State Highway Commission,
Salem, Oregon.

Dear Mr. Klein:

It is the expressed desire of the people, especially of Harrisburg and Junction City that the opening of the Harrisburg Bridge and the closing of the last link in the Pacific Highway be observed by an appropriate celebration and they have invited Albany and the other towns along the Highway to join with them.

If this celebration is put on, we would like to have the Highway Commission join with us in it and desire to be governed by your desires in this matter; in the way that we will stage the celebration, also the time of holding same. It has been suggested that it might be better to wait until we are assured of settled weather in the Spring.

Your expression and cooperation in this matter would be appreciated.

Very truly yours,

LEONARD GILKEY,

Secretary.

Copy for each Commissioner. ✓

Letter then written

A 738.
208a
9 105-a

**PORTLAND BRIDGE CO.**

ENGINEERS AND BUILDERS OF

**Bridges, Foundations and Metal Structures**

IRON BUILDING

PORTLAND, OREGON

Filed

October 3, 1925.

Mr. Roy A. Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir:-

Your favor of the 2nd inst. calling our attention to the fact that our time for building the Harrisburg bridge has expired and as per your request are enclosing a request for an extension of time endorsed by the surety company.

If this request is not in proper form or if it is necessary for us to do anything else in order that payments and estimates will not be held up, please advise us at once, as we certainly do not wish to contribute in any way to the holding up of payments which we might otherwise receive from the State.

Yours truly,
Portland Bridge Co.,

By R O Brunet Jr

RB

#725-200a

October 2, 1925.

Portland Bridge Company,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 725 for the construction of a bridge over the Willamette River at Harrisburg expired on September 30, 1925.

Kindly make immediate application for further extension of time on this contract and have your application accompanied by the endorsement of your surety on the bond so that it will not be necessary to hold up the payment of your estimates.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

#728-200a

October 2, 1925.

Portland Bridge Company,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 730 for the construction of a bridge over the Willamette River at Harrisburg expired on September 30, 1925.

Kindly make immediate application for further extension of time on this contract and have your application accompanied by the endorsement of your surety on the bond so that it will not be necessary to hold up the payment of your estimates.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

FORM 55 20188 10M-6-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM August 3, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e

NOTED
State Highway Engineer

file

Dear Sir:-

Reference is made to the attached communication from Mr. M. D. Morgan, editor and publisher of the Harrisburg Bulletin.

Apparently Mr. Morgan desires that we extend our east revetment north along the river bank to protect the town of Harrisburg.

Do you wish to take any action in this matter, or to make any reply to Mr. Morgan?

Very truly yours,

Bridge Engineer.

CBMcC:RP
Incl.

THE HARRISBURG BULLETIN

M. D. MORGAN, EDITOR AND PUBLISHER

HARRISBURG, OREGON

July 30, 1925.

Roy Kline, Secretary
Highway Department,
Salem, Oregon.

Dear Sir:

Please allow me to call attention to a matter which "we all" really should consider.

The inroads of the river were bad last winter, and they left a hump on this side that your best engineers could not foretell, and made a gouge on the other side that was really phenomenal.

There are some things about this that should make, by all rights, a change in plans. Because I know the department doesn't wish to injure anyone, especially Harrisburg, else the bridge controversy would not have been settled our way.

I am taking it for granted that you know a few things about this. It is so plain that even I can see it, and it is to be presumed that if your engineers are consulted they will wonder why I, the official butterin of the community, hadn't seen it long ago. 'Course I didn't because I had faith in your department.

Now if you want to have a talk with any of us, before the especial equipment shifts, it takes but a couple of hours to run down. And there are some very good points in favor of extending that revetment work on this side now, in addition to shift, change of equipment, etc.

As a matter of fact I am saying that we are expecting consideration, even without much asking.

Yours truly,

M. D. Morgan
Secy Hbg Chamber

You don't want to wash our town away.

# The Ha

letin
th
at Harris-
se mail
TOR
HARRISB TES
$2.00

A total of 2780 students attended Portland night schools during the month ending February 28. [illegible] were employed to give instruction and five principals directed the activity.

Hearing of the west side case has been set for March 31, according to announcement made at the office of the public service commission. The

VOL. XXV

## MORE REVETMENT NEEDED; FOR CITY

An effort will be made on the part of the city council and the chamber of commerce to induce the highway engineers to extend the revetment work on this side of the river a distance of at least 200 feet more than the present plans stipulate.

Those who understand the proposed work of the engineers in placing revetment work on both sides of the river feel certain that great damage will result to the town with each succeeding high water if more protection is not afforded. The current will undoubtedly strike the high bank with great force at a point where the revetment work on the east side ends. In fact much of this bank was carried away by the waters of last winter's floods and the building of the west side revetment is almost certain to increase the damage more and more as the years roll by.

Some of our citizens have regarded the matter of serious enough importance to threaten an injunction to the building of the west side revetment if additional protection is not given to the property on this side of the river.

## Jay Scott Will Sell

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

May 27, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #105-A, Harrisburg Bridge on the Pacific Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

We also enclose one copy of the estimate which was used as the basis of the amended project agreement.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

May 27, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #105-A, Harrisburg Bridge on the Pacific Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

We also enclose one copy of the estimate which was used as the basis of the amended project agreement.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

OREGON FEDERAL AID PROJECT NO. 105, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 2, 1924, by the State Highway Commission of Oregon, and on July 30, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 105, Section A; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said Section A of said project to provide for the construction of a pavement upon the bridge covered by said project agreement, and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $201,520.00 to $209,797.50, and that the Federal funds approved and set aside to the credit of said Section A be increased from $123,202.73 to $125,878.50;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of one hundred twenty-five thousand, eight hundred seventy-eight and 50/100 dollars ($125,878.50) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States prorata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of one hundred twenty-five thousand, eight hundred seventy-eight and 50/100 dollars ($125,878.50) certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of two hundred nine thousand, seven hundred ninety-seven and 50/100 dollars ($209,797.50), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of April, 1925, and the Secretary of Agriculture on the 15th day of May, 1925.

STATE HIGHWAY COMMISSION OF OREGON

By Chas. Luby
Chairman, State Highway Commission

By H. Bowlby
Member, State Highway Commission

By W. H. Mulkey
Member, State Highway Commission

C. W. Marvin
Acting Secretary of Agriculture

(W.B.)

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~rural post road between~~ bridge over the Willamette River between survey station 1403+80.08 and survey station 1425+99 at Harrisburg on the Harrisburg-Junction City Section of the Pacific Highway, Linn and Lane Counties, being Section A of Oregon Federal Aid Project No. 105 as approved by the Secretary of Agriculture on May 23, 1924,

~~locally known as~~

and Section A of designated in the records of this Department as Project No. 105, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 209,797.50 in lieu of the $123,202.73 approved by Certificate of July 30, 1924, Section A of as the total estimated cost of said project, and the sum of $ 125,878.50/ as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done at the city of Washington, this 15th day of May one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Warburton

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4620

PR #

Hon. C. P. Barnard,
County Judge of Lane County,
Eugene, Oregon.

April 20, 1925

Dear Sir:

We are sending to you herewith a voucher, drawn by us against your County, calling for payment to the Portland Bridge Company of Lane County's share of monthly estimate No. 9, for the Willamette River Bridge at Harrisburg.

This voucher is submitted for payment by the County in accordance with the terms of the agreement entered into on June 5th, 1924, in which it was agreed that Lane County would begin paying its proportionate shares of monthly estimates as soon as the taxes began coming in in the spring of 1925.

Payment of this voucher should be made directly to the Portland Bridge Company, the warrant being mailed to that company at Yeon Bldg., Portland.

Future vouchers covering the County's shares of monthly estimates will, after having been approved by the State Highway Engineer, be presented for payment by the Portland Bridge Company. We will appreciate your prompt attention to the payment of the vouchers as presented.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L
Enc.

cc-Portland Bridge Co.,
Yeon, Bldg., Portland, Oregon

PORTLAND BRIDGE CO.

ENGINEERS AND BUILDERS OF

Bridges, Foundations and Metal Structures

YEON BUILDING

PORTLAND, OREGON

April 18, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are handing you herewith the voucher as allowed us for work done by us on the Harrisburg bridge up to April 10th, to be paid by Lane County.

If you will recall, when you began allowing estimates on the Harrisburg bridge it took us several weeks to get the matter straightened up with Linn County, and for that reason, we would very much appreciate it if you will send this voucher to Lane County instructing them how and when they are to pay us and letting them know that they can expect getting these vouchers from us.

If you will send us a copy of the letter you write to Lane County, we will try to comply with all the necessary steps, so that we in turn can get our money as quickly as possible.

Yours truly,
PORTLAND BRIDGE CO.,

BY B. Wiel

REM:BW

FH 105A

April 14, 1926

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing eight copies of unit price analysis of the estimated cost of the state paving on bridges on the Harrisburg-Junction City Section. These analyses are to cover both Projects 105A and 105B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. DeSouza:L
Enc.

cc

# UNIT PRICE ANALYSIS

## TYPE "D" PAVEMENT

Section Harrisburg Bridge
County Lane & Linn
Date of Bid State Forces
Width 22'-4" Thickness 3"-2" Base ____ Top 3"-2"

| | Asphalt Ton | Filler Ton | Sand Cu.yd. | Gravel Cu. yds. |
|---|---|---|---|---|
| Cost at Origin (f.o.b.net) | 18.00 | .07 | 1.50 | 2.00 |
| Quarry, crush, screen, etc. | - | - | - | - |
| Freight | 6.60 | - | .81 | .81 |
| Haul (miles f.o.b. to plant) | - | 1 Mi. | 1 Mi. | 1 Mi. |
| Load, haul, dump, etc. | .25 | .68 | .40 | .40 |
| Total | 24.85 | .72 | 2.71 | 3.21 |
| 10% loss in handling | 2.48 | .07 | .27 | .32 |
| Total | 27.34 | .79 | 2.98 | 3.53 |
| Quantity per 1000 lb. batch | 75# | 6# | 340# | 600# |
| Cost | $ 1.03 | $ .02 | $ .57 | $ .78 |

Material and Manipulation Costs Converted to sq. yds. of pavement.

| | |
|---|---|
| Total Materials | 2.20 |
| Mixing per batch 1. | .35 |
| Haul (2½ mi. @ .27 per batch) | .27 |
| Total | 2.84 |
| Average pull | 3.0 |
| Cost per square yard | .95 |
| Place, roll, headers, etc. | .45 |
| Seal coat | .05 |
| Equip., overhead, etc. | .30 |
| ____% profit | - |
| Estimated bid price | $ 1.75 |

Source of Asphalt California
Source of Filler 1 Mi.S. of Harrisburg
Source of Sand Eugene
Source of course agg Eugene
Set up of plant Harrisburg
Estimate made by W.F.
Estimate data by P.F.C.
Date 4-11-25
Remarks

# UNIT PRICE ANALYSIS

## ~~TYPE "D" PAVEMENT~~

Section Harrisburg Bridge
County Lane & Linn
Date of Bid State Forces
Width 23'-4" Thickness 3½"-2" Base ____ Top 3½"-2"

| | Asphalt Ton | Filler Ton | Sand Cu.yd. | Gravel Cu. yds. |
|---|---|---|---|---|
| Cost at Origin (f.o.b.net) | $18.00 | .07 | 1.50 | 2.00 |
| Quarry, crush, screen, etc. | ---- | ---- | ---- | ---- |
| Freight | 6.60 | ---- | .81 | .81 |
| Haul (miles f.o.b. to plant) | ---- | 1 Mi. | 1 Mi. | 1 Mi. |
| Load, haul, dump, etc. | .25 | .65 | .40 | .40 |
| Total | 24.85 | .72 | 2.71 | 3.21 |
| 10% loss in handling | 2.49 | .07 | .27 | .32 |
| Total | 27.34 | .79 | 2.98 | 3.53 |
| Quantity per 1000 lb. batch | 75 # | 60# | 340# | 600# |
| Cost | $1.03 | $.02 | $.37 | $.78 |

Material and Manipulation Costs Converted to sq. yds. of pavement.

Total Materials 2.20

Source of Asphalt California
Source of Filler 1 Mi. S. of Harrisburg
Source of Sand Eugene
Source of course agg Eugene
Set up of plant Harrisburg
Estimate made by W.T.
Estimate data by P.F.C.
Date 4-11-25
Remarks ____

| | |
|---|---|
| Mixing per batch 1. | .39 |
| Haul (2½ mi. @ .27 per batch) | .27 |
| Total | 2.86 |
| Average pull | 3.0 |
| Cost per square yard | .95 |
| Place, roll, headers, etc. | .45 |
| Seal coat | .05 |
| Equip., overhead, etc. | .30 |
| NO % profit | ---- |
| Estimated bid price | $1.75 |

FR 1054

April 4, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Harrisburg Bridge, Oregon Project 105A.

This estimate has been revised to include the pavement of the bridge deck by State forces.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeSouza:L
Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 105 -A

Harrisburg Bridge on the Pacific Highway in Lane and Linn Counties.
(Estimate as basis for modified agreement. Revised to include estimate for state paving of structure.)

Salem, Oregon, April 8, 1925.

| | | | | |
|---|---|---|---|---|
| 600 | Cu.yds. | Excavation above Elev. 292 | 4.00 | 2,400.00 |
| 2,000 | Cu.yds. | Excavation below elev. 292 | 6.00 | 12,000.00 |
| 400 | Cu.yds. | Excavation below plans | 7.00 | 2,800.00 |
| 7,000 | Lin.Ft. | Fir Piling | .50 | 3,500.00 |
| 22,000 | Lin.Ft. | Cedar Piling | .70 | 15,400.00 |
| 900 | Cu.yds. | Class B Concrete | 20.00 | 18,000.00 |
| 375 | Cu.yds. | Class D Concrete | 20.00 | 7,500.00 |
| 105,000 | Lbs. | Metal Reinforcement | .06 | 6,300.00 |
| 70 | M-FBM | Lumber | 60.00 | 4,200.00 |
| 930,000 | Lbs. | Structural Steel | .076 | 69,400.00 |
| 1,675 | Lin.Ft. | Trestle Superstructure | 16.00 | 26,800.00 |
| 800 | Cords | Fascines | 20.00 | 4,000.00 |
| 1,250 | Cu.yd. | Rock Fill | 8.00 | 10,000.00 |
| 1,900 | Sq.yds. | Slope paving | 1.00 | 1,900.00 |
| 4,500 | Sq.yds. | Paving Bridge (State Forces) | 1.75 | 7,525.00 |
| | | | Sub-total | 190,725.00 |
| | | | Total | 18,072.50 |
| | | | | 209,797.50 |

Length of Project 0.420 miles.

Cost per mile $499,517.85

| | | |
|---|---|---|
| State Funds Available | $ | 83,919.00 |
| Federal Aid Requested | | 125,878.50 (60%) |
| | $ | 209,797.50 |

THEATERS AT
HARRISBURG
JUNCTION CITY
BROWNSVILLE

# THE RIALTO THEATRES

R. W. KESSELL. PROP.

MAIL ADDRESS
HARRISBURG,
OREGON

HARRISBURG OREGON
Oct 29/24.

NOTED
J. S. SAWYER

Mr. J. S. Sawyer,
Division Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring your letter in regards to right of way through City of Harrisburg. Please be advised that this has all been settled with the exception of the Peter Vigg property and condemnation proceedings have been started so that we can go on to this anytime.

The City is to fence all the right of way secured and will arrange to have this opened up and fenced this week if possible at any rate within the next few days so that grading can be started at any time.

As to the City's proportion of paving for next year this is being taken care of in fact Bonds have already been voted on.

Yours Very Truly,

[illegible]

Mayor.

CQ 1052

Oct. 23rd, 1924.

Mr. R. W. Kessell, Mayor
City of Harrisburg,
Harrisburg, Oregon.

Subject: Rights of Way
through Harrisburg.

Dear Sir:

It is the intention and plan of the Highway Commission to grade as much as possible of the approach to the Harrisburg bridge through your city this fall, and I write to inquire as to whether all of the right of way matters have been definitely settled.

On visiting the site yesterday, we found that a number of the fences have not yet been removed, and was wondering if in your arrangements for the securing of the right of way that the property owners were to remove the fences. We will appreciate your early advice in this matter.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

Division Engineer.

JSS:ER

HARRISBURG BRIDGE

NOTED
J. S. SAWYER

Resolution.

---

Whereas, the travel on the Pacific Highway is now compelled to cross the Willamette River at Harrisburg on a ferry, and

Whereas, the travel on said highway is so heavy that it is impossible to give even a reasonable service with any ferry that can be used on the river at this point, due to water and other conditions, which make it exceedingly dangerous and unsatisfactory, having already cost some lives, and

Whereas, the State Highway Commission have signified their willingness to cooperate with Lane and Linn Counties on the basis of one-third (1/3) each, including all of the approach on the Lane County side and advance the necessary funds until the same can be raised by Lane County from the 1925 levy, and will also pave the Pacific Highway between Junction City and Harrisburg on completion of bridge and take over all future expense for maintenance of said highway, and

Whereas, we consider this arrangement very advantageous to Lane County and realizing that if we do not take advantage of this proposition at the present time we are risking further loss of life and also future cooperation to the same extent by the State Highway Commission, and deeming the said bridge to be absolutely necessary for the safety and convenience of the traveling public,

Now Therefore, be it resolved that this body favors a special levy of not to exceed two (2) mills on all the taxable property in Lane County for the year of 1925 for the purpose of paying for the County's share of the proposed bridge over the Willamette River at Harrisburg.

_____

_____

_____

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 29, 1924.

RECEIVED
AUG 30 1924
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #105-A, Harrisburg Bridge on the Pacific Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell
District Engineer.

Form P. R. 2

State Oregon

Project No. 105, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of July, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 8th day of January, 1924, a project statement, which was approved by the Secretary on the 23 rd day of May, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of May 1924, and approved by the Secretary on the 30th day of July, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred twenty-three thousand, two hundred two and 73/100

dollars ($123,202.73) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following bridge as described in detail in said surveys, plans, and specifications:

Bridge over the Willamette River between survey station 1403+80.02 and survey station 1425+99 at Harrisburg, on the Harrisburg-Junction City Section of the Pacific Highway, Linn and Lane Counties, being Section A of Oregon Federal Aid Project No. 105 as approved by the Secretary of Agriculture on May 23, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

RECEIVED
OFFICE OF PUBLIC ROADS
DISTRICT No. 1
NEW POST OFFICE
PORTLAND, OREG.
DEPARTMENT OF AGRICULTURE

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

**(c) The Highway Department hereby agrees that it will later submit plans, specifications and estimates and enter into project agreements, or otherwise provide for the improvement, in a manner satisfactory to the Bureau of Public Roads, of the remaining mileage of said Oregon Project No. 106 as approved by the Secretary of Agriculture on the 23rd day of May, 1924.**

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed

(*a*) the said sum of one hundred twenty-three thousand, two hundred two and 72/100

.....

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of two hundred one thousand, five hundred twenty and 00/100

Section A of

.....

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, under
(Include reference to statute authorizing
Chapter 237, Laws of 1917
funds and probable amount annually available.)

RECEIVED
BUREAU OF PUBLIC ROADS
DISTRICT No 1
U S DEPARTMENT OF AGRICULTURE
POST OFFICE BLDG
PORTLAND, OREGON

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing .....
funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 30th day of July, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By H. H. Baum Ryan
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Mackenzie
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

Howard M. Gore.
ACTING Secretary of Agriculture.

STRICKEN OUT

Form No. FR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a bridge over the Willamette River between survey station 1405+80.02 and survey station 1425+99 at Harrisburg on the Harrisburg-Junction City Section of the Pacific Highway, Linn and Lane Counties, being Section A of Oregon Federal Aid Project No. 105 as approved by the Secretary of Agriculture on May 23, 1924, [redacted] and designated in the records of this Department as Section A of Project No. 105, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $201,520.00 as the total estimated cost of Section A of said project, and the sum of $123,202.73 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 61.1567 per cent of said total estimated cost.

Done in the District of Columbia, this 30th day of July one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore.
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4870

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 7, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose one copy of the estimate which was used as the basis of the project agreement covering Oregon Federal Aid project #105-A, Harrisburg Bridge.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

July 8, 1924.

County Court of Linn County,

Albany, Oregon.

Gentlemen:

Construction operations on the Willamette River bridge at Harrisburg will begin during the present month, which will mean that the estimates for work done will begin to come in during the following month and we shall probably draw on you for the county's share of the costs to date at your September term of Court.

I am mentioning this at this time so you may have ample opportunity to sell your bonds or make such other preparations as may be necessary to meet your payments on the progress estimates.

Very truly yours,

State Highway Engineer.

RAK:HI

Project No. 108-A

OREGON STATE HIGHWAY COMMISSION

Bridge over Willamette River at Albany,

on the Albany Corvallis Highway in Benton and Linn Counties.

Salem, Oregon, June 11th, 1924.

Estimate with plans. Not as basis for project agreement.

| | | | | |
|---|---|---|---|---|
| Excavation above elev. 172 | 2,100 | cu. yds. | $ 2.00 | $ 4,200.00 |
| Excavation below elev. 172 | 1,800 | cu. yds. | 8.00 | 14,400.00 |
| Excavation below elev. shown | 200 | cu. yds. | 12.00 | 2,400.00 |
| Wood piling | 15,000 | lin. ft. | .60 | 9,000.00 |
| Concrete piling | 110 | pieces | 100.00 | 11,000.00 |
| Class B concrete | 2,000 | cu. yds. | 22.00 | 44,000.00 |
| Class A concrete | 700 | cu. yds. | 26.00 | 18,200.00 |
| Class D concrete | 900 | cu. yds. | 25.00 | 22,500.00 |
| Metal reinforcement | 555,000 | lbs. | .0375 | 20,812.50 |
| Lumber | 18 | M FBM | 65.00 | 1,170.00 |
| Structural steel | 1,500,000 | lbs. | .08 | 120,000.00 |
| Concrete handrail | 2,480 | lin. ft. | 4.50 | 11,025.00 |
| Gravel fill | 700 | cu. yds. | 1.50 | 1,050.00 |
| Electric wiring | Lump sum | | | 2,000.00 |
| | | SubTotal | | $281,537.50 |
| | | 10% Engineering & Contingencies | | 28,135.75 |
| | | Total | | $309,493.25 |

State Funds available $120,279.20

Federal Aid Requested $189,214.05

$309,493.25

June 9th, 1924. PE 105A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Harrisburg Bridge, Project No. 105A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSouza : TW

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 105 A

## HANGLEBIRDS BRIDGE ON THE PACIFIC HIGHWAY IN LANE AND LINN COUNTIES.

(Estimate as basis for Project Agreement. Based on Contract prices).

Salem, Oregon, June 9, 1926.

| | | | | |
|---|---|---|---|---|
| 600 | cu.yds. | Excavation above Elevation 292 | 4.00 | 2,400.00 |
| 2,000 | " | " below " " | 6.00 | 12,000.00 |
| 400 | " | " " " shown | 7.00 | 2,800.00 |
| 7,000 | lin.ft. | Fir Piling | .50 | 3,500.00 |
| 22,000 | " | Cedar Piling | .70 | 15,400.00 |
| 900 | cu.yds. | Class "B" Concrete | 20.00 | 18,000.00 |
| 375 | " | Class "D" Concrete | 20.00 | 7,500.00 |
| 105,000 | lbs. | Metal Reinforcement | .06 | 6,300.00 |
| 70 | M-FBM | Lumber | 60.00 | 4,200.00 |
| 900,000 | lbs. | Structural Steel | .075 | 68,400.00 |
| 1,675 | lin.ft. | Trestle Superstructure | 16.00 | 26,800.00 |
| 200 | Cords | Fascines | 20.00 | 4,000.00 |
| 1,250 | cu.yds. | Rock Fill | 8.00 | 10,000.00 |
| 1,900 | " | Slope Paving | 1.00 | 1,900.00 |
| | | Sub-total | | 183,100.00 |
| | | 10% Engr. & Cont. | | 18,320.00 |
| | | Total | | 201,520.00 |

State Funds Available, 78,317.27

Federal Aid Requested 123,202.73

201,520.00

Federal Aid Recommended.

Project No. 105-A

OREGON STATE HIGHWAY DEPARTMENT

Bridge over Willamette River at Harrisburg

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 26th, 1924.

| | | | |
|---|---|---|---|
| 600 cu. yds. | Exc. above elev. 292 | $2.00 = | $1,200.00 |
| 2,000 cu. yds. | Exc. below elev. 292 | 8.00 = | 16,000.00 |
| 400 cu. yds. | Exc. below elev. shown | 12.00 = | 4,800.00 |
| 7,000 lin. ft. | Fir Piling | .65 = | 4,550.00 |
| 22,000 lin. ft. | Cedar Piling | .85 = | 18,700.00 |
| 900 cu. yds. | Class B Concrete | 21.00 = | 18,900.00 |
| 375 cu. yds. | Class D Concrete | 24.50 = | 9,187.50 |
| 105,000 lbs. | Metal reinforcement | .0575 = | 6,037.50 |
| 70M Ft. B.M. | Lumber | 50.00 = | 3,500.00 |
| 900,000 lbs. | Structural Steel | .085 = | 76,500.00 |
| 1,675 lin. ft. | Trestle superstructure | 19.00 = | 31,825.00 |
| 200 Cords | Fascines | 12.00 = | 2,400.00 |
| 1,250 cu. yds. | Rock Fill | 4.00 = | 5,000.00 |
| 1,900 Sq. Yds. | Slope Paving | 1.50 = | 2,850.00 |
| | Sub-total | = | $201,450.00 |
| | 10% Eng. & Cont. | = | 20,145.00 |
| | TOTAL | = | $221,595.00 |

Oregon State Funds Available = $ 86,119.06

Federal Aid Requested = 135,475.94

$221,595.00

June 2, 1926.

Members of the State Highway Commission.

Gentlemen:

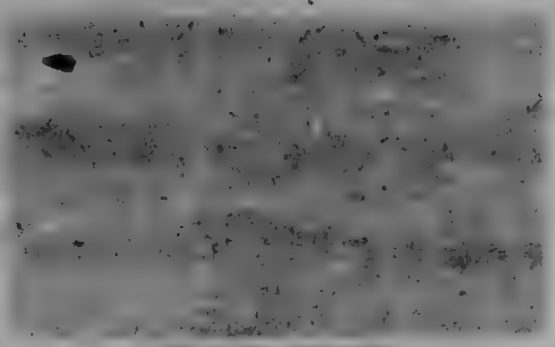
As instructed at the meeting on the 29th, on Saturday I announced the award of the contract on the Harrisburg bridge to the Portland Bridge Company, and I notice that the announcement was carried in all the Portland papers and some of the papers here in the valley.

Very truly yours,

State Highway Engineer.

BAK:HI

09-1052



THE [illegible] WAREHOUSES

[illegible] Flour, Feed and Seed Store

May 19, 1924.

Mr. Wm. Duby, Chairman,
State Highway Commission,
Salem, Oregon.

Dear Sir:

In answer to yours of May 17th, relative to the right of way for the Harrisburg bridge, would say that we sent the descriptions of the property required to the city of Harrisburg, but it is probable that they have not taken any action. Now that the Lane County special tax has been passed, we will take this matter up with the city authorities again so that the whole matter may be cleared up. Lane County will also proceed with the right of way negotiations on the west side.

Very truly yours,

State Highway Engineer.

WAK:HI

09-105-A

VIEW OF OUR WAREHOUSES

WAREHOUSES A[illegible]UTH PACIFIC DEPOT

# THE BROWNSVILLE WAREHOUSES

CHAS. STERLING, MGR AND OWNER

PHONE. 11-F-5

Dealer in Flour, Mill Feed, Oil Meal, Wheat, Oats, Potatoes, Hay and Ice. All Kinds of Grain Received on Storage. Grain Bought, Sold and Shipped in Carload Lots

**Flour, Feed and Seed Store**

NOTED
R.A.K.

Brownsville, Oregon, Feb 14 /24

RECEIVED
FEB 25 1924

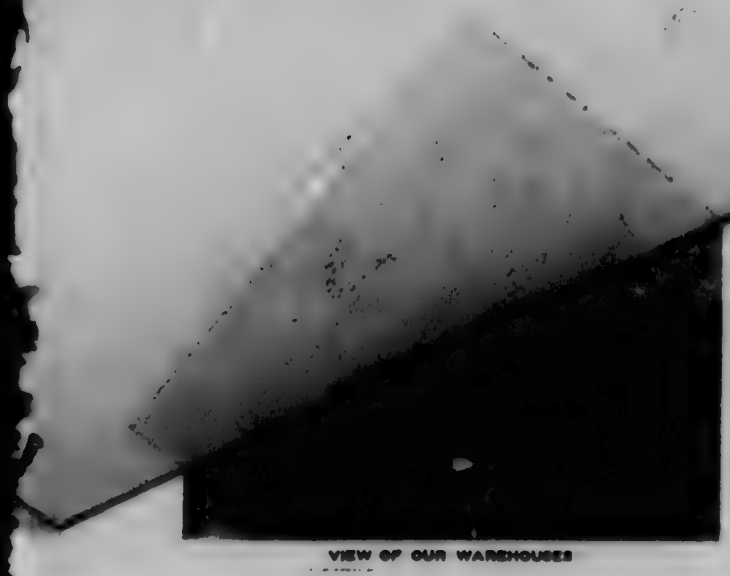
State Highway Engineer,

Salem, Oregon.

My Dear Sir:--

We have just been advised that Lane County has backed out on her part of the obligations on the Harrisburg Bridge. This will be a big disappointment to the voters and taxpayers of Linn County and all out of bounds with the intention of our vote and supporting the recent bridge bonds passed at our recent election. Of course I do not know just the reason that Lane County is taking this position but it is quite certain that the voters of Linn County would much rather initiate the measure back to beginning rather than go ahead and instruct just the Albany bridge. If Lane County has went back on their pledge why would it be a good idea for the Commission to announce that the Pacific Highway would be routed from Harrisburg to the Highway at the Springfield Junction via Coburg which after all would be the logical and most business like route.

There is not the slightest doubt but what this would bring Lane County to time and she would hold a special election and pass her share of the bridge bonds as



VIEW OF OUR WAREHOUSES

WAREHOUSES A UTI PACIFIC DEPOT

# THE BROWNSVILLE WAREHOUSES

CHAS. STERLING, MGR AND OWNER

PHONE. 11-G-5

Dealer in Flour, Mill Feed, Oil Meal, Wheat, Oats, Potatoes, Hay and Ice. All Kinds of Grain Received on Storage. Grain Bought, Sold and Shipped in Carload Lots

**Flour, Feed and Seed Store**

Brownsville, Oregon,

we have done in Linn County. I do not beleive there would be the slightest objection in Linn County by the voters of the Highway Commission using the permanant road bonds intended for the Harrisburg bridge in completing the Pacific Highway to Sprignfield via Coburg and am quite sure the voters of this county would resist our money being taken for just a construction of an Albany Bridge which would turn all our tourist travel out of the county and damage us in property values many times the value of the bond issue.

Would you take this matter up with the Highway Commission and advise me in the very near future just their views on all the points I have brought up.

Yours Very Truly,

Chas. Sterling

CONTRACT #740,
796

PR 107 Chalk Cliff-Hunter Hill 1924-1926
Surf.

740.796

#796-190D-1.

99-107

February 24, 1926.

Independence Indemnity Company,
Brownell-Slocum Insurance Agency, Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 796 for the construction of the Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway in Lake County consisting of 8.64 miles of surfacing has been completed by the contractor H. J. Hildeburn and that final settlement will be made by the State with said contractor for work done under said contract on or after March 5th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, ~~fixed~~ dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glasgyer,
Chief Clerk.

Dict. by J. McFarland.

FQ-107

February 19, 1926.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of the 16th instant relative to items appearing on the final voucher for the Chalk Cliff-Hunter Hill Section, Oregon Project No. 107-A.

The grading of the connection to the Currier Camp Forest Road, as is indicated on the voucher, was done under the surfacing contract and there were no contract excavation prices which could have been applied.

The other three grading items mentioned were done under the grading contract, and it is conceded that they might possibly have been included under the clause mentioned on page 21 of the specifications and paid for at excavation unit prices. However, where such items are not definitely included in the original plans for the work and are of such a nature that it would not be equitable to require the contractor to do them at his original bid prices, or where the work is of such a nature that it would be impracticable to make a measurement of the quantities, it has been the policy of the Department to make payment upon a force account basis, or such other basis as may be mutually agreed upon.

With reference to the item of "Raking Rocks from Binder", we wish to call attention to the fact that the specifications provide that the engineer shall designate the sources from which the materials shall be taken. Without being given express instruction to the contrary, it is felt that in submitting his bid the contractor under such conditions has a right to assume that the sources furnished shall contain materials which are in accordance with the requirements without necessitating any special work on his part to make them fully suitable. The State then has the option of paying for such unanticipated work as may be required, or of selecting other sources which do contain fully suitable materials, and, perhaps, paying for a longer haul.

The pipe at Station 3235, as indicated on the voucher, was installed by the surfacing contractor, and there were no unit bid prices at which payment could have been made. The pipe itself was furnished by the state.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AF

DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

February 16, 1926

This letter to be returned to Salem Office

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

In submitting the final voucher for Oregon 107A, Chalk Cliff-Hunter Hill Section, it will be necessary for us to explain items charged as contingencies.

As the specifications covering excavation and embankment (page 21) state that "the digging of drain ditches, grading of public or private approach roads, and all other excavation contemplated under the contract" shall be included under that item, it will be necessary to explain why the following items should be charged as contingencies:

Grading connection to County road at Sta. 2947.
Reconstructing destroyed ditches, Stas. 3215 to 3320.
Reconstructing embankment washed out at Sta. 3278.
Grading connection to Currier Camp.

Explanation will also be required for the item "Raking rocks from binder". Under "Payment for Filler" (page 7 of spec. prov., surfacing contract) it is stipulated that the bid price shall be understood to cover all work incidental to the furnishing and placing of filler, except haul of more than 500 ft.

It will also be necessary to explain the item: "Installing 12" pipe Sta. 3235".

We cannot forward the final voucher until the above items are cleared up.

Very truly yours,

C. H. Purcell,
District Engineer
A. F. Morris

FORM 3C 39163 500 12-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

09.107

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Feb 8 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

Referring again to your letter of Jan 7th 1926 in regard to price paid for filler material on the surfacing of the Chalk Cliff-Hunters Hill Section of the Prineville- Lakeview Highway; beg to advise that I took this matter up with Mr Crowley and enclosed please find copy of letter just received from him, giving his explanation of the matter of the price allowed.

Yours very truly
C. W Wanzer
C.W.Wanzer
Division Engineer

CWW/C

Encl.

REFERRED TO
S. H. P.
By State Highway Engineer

RECEIVED
FEB 9 1926

Ref.

XXXXXXXXX

Lakeview, Oregon,
Feby.2nd,1926.

Mr. C. E. Wanzer,
Division Engineer,
Bend, Oregon.

Dear Sir:-

Replying to yours of Jan.11.re filler material on the Summer Lake job.

The bills referred to in Mr. Klein's letter were made as a settlement for filler material taken at different points along the highway and covered damages to fences, injury to meadows hauled across &c.

Mr. Kelley instructed me to show on the bill, which was made up in my office, to accompany the claim, "filler @ .10 per cu.yd."

These bills were not seen by the parties signing the claims, nor was the price per cu.yd. mentioned to them, so far as I know.

Very truly yours,

Res. Engineer.

RECEIVED
FEB 9 1926

99-107

January 7, 1926.

Mr. C. W. Wanser,
Division Engineer,
Box 748,
The Dalles, Oregon.

Dear Sir:

I note on some vouchers going through for payment this month that Mr. Crowley has paid W. A. Currier $75.00 for 750 yards of filler at 10 cents, and John A. Foster $50.00 for 500 yards of filler at 10 cents. This apparently was for filler used on the surfacing of the Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway just north of Paisley. This price is far in excess of what we usually have to pay for this class of material and it ought to be particularly cheap in Lake County.

When you have an opportunity, it would probably be advisable to take this matter up with Mr. Crowley, as this sets a very bad precedent in that vicinity and sets a price which might embarrass us seriously elsewhere. If there are some unusual conditions which make such a price necessary, it should be stated on the vouchers.

Very truly yours,

State Highway Engineer.

RAK:HI

PQ 107

November 17, 1925.

The Bank of California, N. A.,
Portland, Oregon.

Attention Mr. MacRae

Gentlemen:

This will acknowledge receipt of your letter of November 15, stating that you have made an advance of $5,000 to Mr. Harry Hildeburn on the strength of our statement that there is a balance of $9,000 payable to Mr. Hildeburn for work performed under his contract for the surfacing of the Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AP

# THE BANK OF CALIFORNIA

NATIONAL ASSOCIATION

PORTLAND, OREGON

TELEGRAPHIC ADDRESS
"BANKOFCALA"-PORTLAND
CODES USED
A I
LIEBER
BENTLEY'S
BROOMHALL
WESTERN UNION
A.B.C 6TH EDITION
PETERSON 2ND EDITION

November 13, 1925.

Oregon State Highway Commission,
Capitol Building,
Salem, Oregon.

Attention Mr. S. H. Probert.

Gentlemen:

We are in receipt of yours of the 12th instant, advising us that there remains to be paid to Mr. Harry Hildeburn the sum of not less than $9,000, for the contract for the surfacing of the Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway and that under the assignment filed with you recently in our favor, the above sum will be paid to us, or at least the two-thirds of it owed by the State. We have made Mr. Hildeburn a further advance of $5,000 on the strength of your letter ~~and acknowledgment~~.

Kindly acknowledge receipt of this letter.

Yours very truly,

THE BANK OF CALIFORNIA, N.A.,

WAM:B

Manager.

89-107

November 12, 1925.

Bank of California,
Portland, Oregon.

Gentlemen:

This will inform you that for work performed under his contract for the surfacing of the Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway, there remains to be paid to Mr. Harry Hildeburn a sum not less than $9,000. This amount will be paid either all by the State, or two-thirds by the State and one-third by Lake County, depending upon the outcome of negotiations which are now in progress.

Under the assignment filed with us some month or six weeks ago, that part of the above amount which is to be paid by the State will be paid over to your bank.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

Noted 11-12-25

39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Klamath Falls, Oct 21, 1935

Job Name Klamath-Lake-Jct. City-Lakeview

Week from Oct 15 to Oct 20

Mail Address Lakeview, Oregon

Highway Klamath-Lake

Telegraph or Telephone Address "

County Lake Job Prefix 1-P1-1

Express and Freight Address " "

**General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:**

Contractor Anderson & Sons, a small force of from 6 to 8 men during week on Sta 2+00 to 4+00 in Connection with Drainage Construction. Excavation completed Oct 19th

Completing work Oct 20th

Left in camp Oct 21st for Klamath Falls

Mr. Moore, Bridge Engineer, Roads inspected the Bonnet Cut. 20th and finished up work, left the 20th

Mr. Moore, Bridge Engineer, Roads inspected the Bonnet Cut. 20th and finished up work, left the 20th

OK

(See back of this sheet for instructions and detailed information.)

Signed C. C. Conway

Title Res. Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* 8 64

*Miles completed* all.

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* 6 men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* Completed Oct 30, 35

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

Eq 107

October 17, 1928.

Bank of California, N. A.,
Portland, Oregon.

Gentlemen:

In accordance with the terms of the assignment made in your favor by Mr. H. J. Hildeburn in connection with state highway contract No. 796, we are mailing to you herewith estimate No. 2 in amount $6,770.84.

This voucher you will note is made out on the county form and is payable only by Lake County. In accordance with the terms of the assignment all monies due or to become due Mr. Hildeburn in connection with this contract are to be paid to the Bank of California, N. A., Portland, and so far as the state funds are concerned the voucher and the warrants will go as directed by this assignment until the same has been released and so far as the county vouchers are concerned will say that as far as this office is concerned the same procedure will be followed; however, due to the fact that we have no jurisdiction over county funds we will not hold ourselves responsible for the improper disbursement of funds which may be made by the county by reason of the county vouchers prepared in this office. This information is given you so that you may take whatever steps you may deem necessary for your protection in connection with this particular project.

We do not mean in the least to discredit Mr. Hildeburn, our intention being merely to inform you of actual conditions.

You will note that the form of assignment attached to this voucher has not been signed by Mr. Hildeburn, naturally his signature must be affixed before the assignment can be honored. It is our understanding that this voucher will be paid by the county court immediately after the same is presented to them.

Relative to the payment of the state's share of this estimate will say that the state voucher in amount $15,541.08 was signed by Mr. Hildeburn when he was in the office the other day. The blanket assignment similar to the one attached to the enclosed voucher was also signed. This voucher is in your favor and as soon as the warrant is received from the

Secretary of State's office it will be mailed to you direct. This should be accomplished within the next three or four days.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encls.

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Lakeview Ore. Aug. 15, 1925

Job Name Hunter Hill - Chalk Cliff

Week from Aug 8 to Aug 15

Mail Address Lakeview. Oregon

Highway Prineville - Lakeview

Telegraph or Telephone Address " "

County Lake Job Prefix 19PD-1

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Plans for plant to start crushing last Monday did not work out. Necessary adjustments to shafting &c interfered considerably. During week some rock was put thru and the road from the plant to the highway was surfaced. About a mile of roadbed has been bladed and made ready

C.G. Gillette Rock Checker arrived on the job August 8.

From Aug. 11 to 15 five laborers were on force account to take out slides and repair washed out sections of the cut. Ditches and tiling installed at Sta 3235 to drain springs and bad ground.

(See back of this sheet for instructions and detailed information.)

Signed B.A. Crowley

Title Res Engr

## GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, .....steam shovels

Grading work will be completed about .....

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project 8 6 ml

Miles completed None

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week 16 men,

4 horses teams, 1 trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

## SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

This job ..... Percentage.....

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

July 7th, 1924.

FR 107

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 3rd instant, relative to our bridge drawing, No. 1404, noted on the plans for the Chalk Cliff-Hunters Hill Section, Project No. 107, as having previously been approved by your Department as a standard.

This notation was incorrect, as drawing No. 1404 is one which has been prepared to supercede drawing No. 1402 which is the one that was previously approved.

We are today sending you, under separate cover, eight copies of drawing No. 1404, four copies of which are to accompany the plans for Project No. 107, and four copies of which are submitted for approval by the Bureau for use as a standard.

We are advised by the Bridge Department that drawing No. 1404 contains no changes in design from drawing No. 1402 except that standards for wing walls have been added.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSouza : TW

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE REFER TO FILE No.

POST OFFICE BUILDING,
PORTLAND, OREG.

July 3, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In checking the plans for Oregon 107, Chalk Cliff-Hunter Hill section of the Prineville-Lakeview Highway, it is noted that no plans are attached for the standard frame trestle on masonry abutments, but a notation is made on the title page that this is standard drawing #1404, already approved and now on file with the Bureau of Public Roads.

We are unable to find in our files a drawing of that number. We have, however, a standard drawing #1402 for this type of structure and it may be that it was intended to give this number instead of 1404.

If it is desired to use drawing #1404, we should have four copies to attach to the road plans before forwarding to the Regional Office.

Yours very truly,

C. H. Purcell,
District Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG..

July 2, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #107-A, Chalk Cliff-Hunters Hill section. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on August 15, 1924, by the State Highway Commission of Oregon, and on September 16, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 107, Section A; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for Section A of said project to provide for a broken stone surfacing over the entire length thereof, and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $43,640.30 to $92,606.80, and that the Federal funds approved and set aside to the credit of said Section A be increased from $26,680.25 to $55,564.08:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of fifty-five thousand, five hundred sixty-four and 08/100 dollars ($55,564.08) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

> Article IV. The United States prorata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of fifty-five thousand, five hundred sixty-four and 08/100 dollars ($55,564.08), certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of ninety-two thousand, six hundred six and 80/100 dollars ($92,606.80), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 15 th day of May, 1925, and the Secretary of Agriculture on the 16th day of June, 1925.

STATE HIGHWAY COMMISSION OF ORGEON

By W. Duby
Chairman, State Highway Commission

By H. H. Blakeslee
Member, State Highway Commission

By _____
Member, State Highway Commission

C. W. Marvin
Acting Secretary of Agriculture

CWS

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO ENTER

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 2947 about 10 miles northwest of Paisley, and survey station 3403 on the west shore of Summer Lake about 6 miles south of Summer Lake P.O., locally known as the Chalk Cliff-Hunter's Hill Section of the Prineville-Lakeview Highway between Fort Rock and Lakeview, Lake County, being Section A of Oregon Federal Aid Project No. 107 as approved by the Secretary of Agriculture on July 1, 1924, [illegible] and Section A of designated in the records of this Department as Project No. 107, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 28,606.88 as the total estimated cost of said project, in lieu of Section A of the $26,680.25 approved by Certificate of Sept. 16, 1924, and the sum of $ [illegible] as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed [illegible] per cent of said total estimated cost.

Done at the city of Washington, this 16th day of June one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4830

#740-190 D

June 18, 1925.

The Aetna Casualty & Surety Company.
Bates, Lively & Pearson, Agents.
Yeon Building.
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 740 for the construction of the Chalk Cliff-Hunters Hill Section of the Prineville-Lakeview Highway in Lake County, consisting of 8.44 miles of grading has been completed by the contractor, John Kappahire, and that final settlement will be made by the State with said contractor for work done under said contract on or after June 22nd, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Township
5 Miles Approx

9 mi.
3 mi. @ 1" = 5,000'

OREGON STATE HIGHWAY DEPARTMENT

# PRINEVILLE-LAKEVIEW HIGHWAY

## (ALT. 78-7) SUMMER LAKE SECTION

LAKE COUNTY

July 19[illegible]

PRINEVILLE-LAIDVIEW HIGHWAY

May 22, 1934. PR 107

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering a portion of the Prineville-Lakeview Highway between Paisley and the Summer Lake Post Office. We have assigned No.107 to this project.

It is probable that the first section to be improved by the Department will extend from approximately Station 2050 to approximately Station 3350.

The Commission will probably desire to advertise this project for bids to be received within the next sixty days.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Asst. Office Engineer.

JWD TW
Enclosure.

PROJECT NO. 107
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) May 30th, 1934.

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Summer Lake-Paisley Section; Prineville-Lakeview Highway

2. Between control points of official description: Summer Lake P. O. and Paisley

3. Between intermediate control points if used: " " " " and "

County of Lake

4. Length in miles (gross) 25.6 (net) 25.6

5. Preliminary estimate of cost: Total, $250,000.00; section of road to be first improved, $100,000.00, of which $..... is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first impr ) State: .....
(Amount.)

Sufficient to insure completion. Sale of Bonds, or current in
(Source; refer to statute.)

(b) County .....
(Amount.) (Source; refer to statute.)

8—3073

PROJECT NO. (Not to be used in)

7. Funds for maintenance to be provided by State (State or (and) county.), from the following source: Resolution of August 7, 1917, Chapter 257, Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: none

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

CHAIRMAN
(Title of officer.)

By

COMMISSIONER
(Title of officer.)

By

COMMISSIONER
(Title of officer.)

GOVERNMENT PRINTING OFFICE 6—8072

T 30 S R 16 E.

T 31 S R 16 E.

SUMMER LAKE P.O.

Beginning of Project

To Prineville

Ana River

School

Gravel Deposit
1000' S.W. of Sta. 3655

WINTER

THOUSAND SPRIN

33

34

3

4

9

10

15

16

21

22

28

3600

3900

OUSAND SPRINGS VALLEY

S U M M E R

L A K E

WINTER RIM

T 31 S. R. 16 E.
T. 32 S. R. 16 E.

T. 32 S. R. 16 E.
T. 33 S. R. 16 E.

3600

3500

3400

3300

3200

3100

3000

15

22

27

21

34

28

33

T. 32 S. R. 18 E.
T 33 S. R. 18 E.
End of Project
PAISLEY
River
Worlow
Creek
Twin Lakes
2700
2600
2900
Buchanan's
Withers
Hadley Cr
School
Withers
Cr
3000
3100
Wooley
Cr
T. 32 S. R. 16 E.
T. 33 S. R. 16 E.
A K E
OREGON STATE HIGHWAY
Federal Aid Project
PRINEVILLE-LAKEV
SUMMER LAKE P.O. - PAIS
LAKE COUN
Scale 1 in = 1 Mile

OREGON STATE HIGHWAY DEPARTMENT

Federal Aid Project No. 107

# PRINEVILLE-LAKEVIEW HIGHWAY

## SUMMER LAKE P.O. - PAISLEY SECTION

LAKE COUNTY

Scale 1 in = 1 Mile

May 1924

PR 107

May 5, 1925

PR 107A

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Chalk Cliff-Hunter Hill Section, Oregon Project 107A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. V. DeCoursL
Enc.

PA 107

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 107A

Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway in Lake County.
(Estimate as basis for modified agreement.
Revised to include contract for grading)

Salem, Oregon, May 5, 1925

| | | | | |
|---|---|---|---|---|
| **GRADING** | | | | |
| All Required | | Clearing and Grubbing | | $ 800.00 |
| 32,000 | Cu.yds. | Common Excavation | .34 | 10,880.00 |
| 10,500 | Cu.yds. | Intermediate Excavation | .90 | 9,450.00 |
| 6,000 | Cu.yds. | Solid Rock Excavation | 1.50 | 9,000.00 |
| 12,000 | Sta.yds. | Overhaul | .05 | 600.00 |
| 1,300 | Lin.Ft. | 12" Corr. Iron Pipe | 1.80 | 2,340.00 |
| 400 | Lin.Ft. | 18" Corr. Iron Pipe | 2.70 | 1,080.00 |
| 120 | Lin.Ft. | 24" Corr. Iron Pipe | 3.90 | 468.00 |
| 60 | Lin.Ft. | 30" Corr. Iron Pipe | 4.50 | 270.00 |
| 40 | Lin.Ft. | 36" Corr. Iron Pipe | 7.00 | 280.00 |
| 210 | Cu.yds. | Rubble Masonry | 12.50 | 2,625.00 |
| 7 | M-FBM | Lumber and Timber | 90.00 | 630.00 |
| | | | Sub-total for grading | 39,673.00 |
| **SURFACING** | | | | |
| 8,000 | Cu.yds. | Base Course Surfacing | 2.54 | 20,320.00 |
| 8,000 | Cu.yds. | Top Course Surfacing | 2.54 | 20,320.00 |
| 4,500 | Cu.yds. | Filler | .50 | 2,250.00 |
| 4,500 | Cu.yds. | Filler Haul | .25 | 1,125.00 |
| | | | Sub-total for Surfacing | 44,015.00 |
| | | | Sub-total for grading and surfacing | 84,188.00 |
| | | | 10% Engr.& Cont. | 8,418.80 |
| | | | Total | 92,606.80 |

Length of project 8.66 miles
Cost per mile $10,693.62.

| | | |
|---|---|---|
| State Funds Available | 37,042.72 | |
| Federal Aid Requested | 55,564.08 | (60%) |
| | 92,606.80 | |

RW 107

RW 107a

May 1, 1925

County Court of Lake County,
Lakeview, Oregon.

Gentlemen:

Herewith enclosed please find four copies of form of resolution which has been prepared to cover the cooperation between Lake County and the State Highway Commission in connection with the construction of the Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway, contract No. 796. Will you kindly execute all four copies of this resolution at the next meeting of your Court, and return three of them to this office for our records and files, we will see that you are then supplied with a copy of the contract.

Please also see that this resolution is entered in the minutes of your Court.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
Chief Clerk
H. B. Glaisyer.

HBG L
Enc.

PR 107

ST OR

PR 107A

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

April 16, 1925

Gentlemen:

Herewith we are enclosing six copies of estimate of cost and unit price analysis and four copies of typical surfacing section for the Chalk Cliff-Hunter Hill Section, Oregon Project No. 107A.

Copies of the special provisions for the surfacing already have been sent to you.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S.H. Probert
Office Engineer

Dict. by J. W. DeSouza:L
Enc.

cc

009 107

06

OREGON STATE HIGHWAY DEPARTMENT PROJECT No. 107-A

Chalk Cliff-Hunter Hill Section of the Prineville-Lakeview Highway in Lake County.
(Estimate with surfacing specifications. Not as basis for project agreement.)

Salem, Oregon, April 16, 1935

| | | | | |
|---|---|---|---|---|
| 8,000 | Cu.yds. | Base Course Surfacing | $ 3.05 | $ 24,400.00 |
| 8,000 | Cu.yds. | Top Course Surfacing | 3.25 | 26,000.00 |
| 4,500 | Cu.yds. | Filler | .50 | 2,250.00 |
| 6,500 | Cu.yds. | Filler Haul | .25 | 1,625.00 |
| | | Subtotal | | 54,275.00 |
| | | 10% Engr. & Cont. | | 5,427.50 |
| | | Total | | 59,702.50 |

Length of Project 8.64 Miles

Cost per mile $6,910.01

UNIT PRICE ANALYSIS

| | |
|---|---|
| Quarrying & Crushing | 1.25 |
| Hauling (2.5 mi. @ 25¢) | .65 |
| Placing & Finishing | .35 |
| Equipment, Etc. | .50 |
| | 2.75 |
| 15% profit | .40 |
| Estimated bid price | 3.15 |

20¢ differential estimated between base and top course materials.

PR 107

PR 107

FORM 84 STATE 2000-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

Klamath Falls Oregon. April 14 1925

IN YOUR REPLY PLEASE REFER TO FILE NO.

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

As per your PR 107 A of April 8th there is attached hereto surfacing estimate, in duplicate, of the Chalk Cliff-Hunter Hill Section in Lake County.

The estimate may be used both for the information of the Commission and the Bureau of Public Roads.

Respectfully

C.C.Kelley
Division Engineer

CCK:C

RECEIVED
APR 16 1925

PP 107

Copy of this Estimate filed in PP-107

SUMMER LAKE SECTION
FEDERAL AID PROJECT # 107A
Estimate of Cost of Surfacing.

| | | Per yard Unit Cost |
|---|---|---|
| 1.Camps. | | |
| Camps, water supply etc $1000.00 | | 0.059 |
| 2.Plant Installation. | | |
| Freight on plant | $1200.00 | |
| Cartage 50 truck days @30.00 | 1500.00 | |
| Level site,& plant road 800 cuyds @60¢ | 480.00 | |
| Foundations 15 cuyd concrete @30.00 | 450.00 | |
| Labor erection of plant | 1500.00 | |
| Bunkers 12 M Lumber @ 80.00 | 960.00 | |
| | $ 6090.00 | 0.358 |
| 3.Removal of plant to railhead. | | |
| Dismantling cost | 500.00 | |
| 30 truck days @ 30.00 | 900.00 | |
| | 1400.00 | 0.082 |
| 4.Quarry. | | |
| Develpp Face 2000 cuyds exc @ 50¢ | 1000.00 | 0.059 |
| Feeding crusher; stationmen @75¢ | | 0.750 |
| 5.Crushing | | |
| Fuel and lubricants | 25.00 | |
| Plant Labor | 41.00 | |
| Running repairs | 5.00 | |
| Emergency repairs & part peplacements | 10.00 | |
| Based on 200 cuyd output | 81.00 | 0.405 |
| 6.Hauling top and base courses. | | |
| Haul south 6700 cuyds @50¢ | 3350.00 | |
| Haul North 9300 cuyds @75¢ | 6975.00 | |
| 16000 cuyds | 10325.00 | 0.645 |
| 7.Street Work. | | |
| Subgrade 1 team and blade | 8.50 | |
| Spreading 1 man 5.00; team and blade 8.50 | 13.50 | |
| Processing 1 cat and blade | | |
| Rentals on equipment | 24.00 | |
| Fuel and lubricants | 8.50 | |
| Running repairs | 3.50 | |
| 1 Cat operator | 6.00 | |
| 1 graderman | 5.00 | |
| Based on 200 cuyd output | 69.00 | 0.345 |
| | | 2.703 |
| Plus 15% profit | | .40 |
| | | 3.10 |
| 8.Bond pro rata | | .05 |
| Base course $3.05 Top course $3.25 average | | $3.15 |

Maintenance Material.

| | | | |
|---|---|---|---|
| 1. Cost in bunkers | | | $1.81 |
| 2. Preparation sites and slope piles | | | .10 |
| 3. Haul. | | | |
| Station 3022 | 300 cuyds @60¢ | 180.00 | |
| Station 3125 | 300 cuyds @15¢ | 45.00 | |
| Station 3275 | 400 cuyds @70¢ | 280.00 | |
| | | 505.00 | .50 |
| | | | $2.41 |
| | Plus 15% profit | | .36 |
| | | | $2.77 |
| | Bond premium pro rata | | .04 |
| | | | $2.81 |

Filler.

| | |
|---|---|
| 1. Loading or placing within free haul limits per cuyd | $ .50 |

Filler Haul.

| | |
|---|---|
| 1. Haul in excess of 500' per yard mile | $ .25 |

SUMMARY.

| Item number | Items | | Unit Price | Amount. |
|---|---|---|---|---|
| 1. | Base course surfacing | 8000 cuyds @ | 3.05 | $24400.00 |
| 2. | Top course " | 8000.00yds | 3.25 | $26000.00 |
| 3. | Maintenance material | 1000 cuyds | 2.81 | 2810.00 |
| 4. | Filler | 4500 cuyds | .50 | 2250.00 |
| 5. | Filler haul | 6500 yd miles | .25 | 1625.00 |
| | | | | $57085.00 |
| | For comparison of bids. | | | 3000.00 |
| | Water trucks 5 months @ $600.00 | | | 3000.00 |
| | Engineering 5% | | | $63085.00 |
| | Estimated total cost | | | |

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| TELEGRAM | |
| DAY LETTER | BLUE |
| NIGHT MESSAGE | NITE |
| NIGHT LETTER | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT

43PR LU 46

KLAMATHFALLS ORG 1216P APR 2 1925

ROY A KLEIN

STATE HIGHWAY ENGR SALEM ORG

STOCK PILES ON RIGHT OF WAY STATION THIRTY TWENTY TWO THREE HUNDRED YARDS THIRTY ONE TWENTY FIVE THREE HUNDRED YARDS THIRTY TWO SEVENTY FIVE FOUR HUNDRED ABOUT ONE THOUSAND YARD MILES HAVE STOP AVAILABILITY OF MATERIAL WET WEATHER OFFSETS BACK HAUL STOP FOURTEEN FOOT SURFACED OK

C C KELLY

1244P

Check Cliff Hunter Hill

...STED

...e Highway Engineer

7.Street Work.

| | | |
|---|---|---|
| Subgrade 1 team and blade | 8.50 | |
| Spreading 1 man 5.00; team and blade 8.50 | 13.50 | |
| Processing 1 cat and blade | | |
| Rentals on equipment | 24.00 | |
| Fuel and lubricants | 8.50 | |
| Running repairs | 3.50 | |
| 1 Cat operator | 6.00 | |
| 1 grademan | 5.00 | |
| Based on 200 cuyd output | 69.00 | 0.345 |
| | | 2.703 |
| Plus 15% profit | | .40 |
| | | 3.10 |
| 8.Bond pro rata | | .05 |
| Base course $3.05 Top course $3.25 average | | $3.15 |

09107

Form 2017A

| | |
|---|---|
| Day Letter | |
| Night Message | X |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| |
|---|
| Receiver's No. |
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

APRIL 1, 1925

Mr. C. C. KELLEY,
DIVISION ENGINEER,
KLAMATH FALLS, OREGON.

WE PROPOSE SPECIFYING AVERAGE FOURTEEN FOOT WIDTH FOR SURFACING CHALK CLIFF SECTION AND GIVING DEFINITE LOCATIONS FOR STOCK PILES STOP WE WOULD FAVOR STOCK PILING AT CRUSHER OR NEAREST SUITABLE SITE THUS AVOIDING BACKHAULING LATER STOP WIRE STOCK PILE LOCATIONS AND ADVISE IF ABOVE PROPOSITIONS ARE UNDESIRABLE.

ROY A. KLEIN

SEP 1

7.Street Work.

| | | |
|---|---|---|
| Subgrade 1 team and blade | 8.50 | |
| Spreading 1 man 5.00; team and blade 8.50 | 13.50 | |
| Processing 1 cat and blade | | |
| Rentals on equipment | 24.00 | |
| Fuel and lubricants | 8.50 | |
| Running repairs | 3.50 | |
| 1 Cat operator | 6.00 | |
| 1 graderman | 5.00 | |
| Based on 200 cuyd output | 69.00 | 0.345 |
| | | 2.703 |
| Plus 15% profit | | .40 |
| | | 3.10 |
| 8.Bond pro rata | | .05 |
| Base course $3.05 Top course $3.25 average | | $3.15 |

89 107

SUMMER LAKE SECTION
FEDERAL AID PROJECT # 107A
Estimate of Cost of Surfacing.

| | | | Per yard Unit Cost |
|---|---|---|---|
| 1.Camps. | | | |
| Camps, water supply etc | $1000.00 | | |
| 2.Plant Installation. | | | |
| Freight on plant | | $1200.00 | |
| Cartage 30 truck days @30.00 | | 1500.00 | |
| Level site,& plant road 800 cuyds @60¢ | | 480.00 | |
| Foundations 15 cuyd concrete @30.00 | | 450.00 | |
| Labor erection of plant | | 1500.00 | |
| Bunkers 12 M Lumber @ 80.00 | | 960.00 | |
| | | $ 6090.00 | 0.858 |
| 3.Removal of plant to railhead. | | | |
| Dismantling cost | | 500.00 | |
| 30 truck days @ 30.00 | | 900.00 | |
| | | 1400.00 | 0.082 |
| 4.Quarry. | | | |
| Develop Face 2000 cuyds exn @ 50¢ | | 1000.00 | 0.059 |
| Feeding crusher; stationmen @75¢ | | | 0.750 |
| 5.Crushing | | | |
| Fuel and lubricants | | 25.00 | |
| Plant Labor | | 41.00 | |
| Running repairs | | 5.00 | |
| Emergency repairs & part poplacements | | 10.00 | |
| Based on 200 cuyd output | | 81.00 | 0.405 |
| 6.Hauling top and base courses. | | | |
| Haul south 6700 cuyds @50¢ | | 3350.00 | |
| Haul North 9300 cuyds @75¢ | | 6975.00 | |
| 16000 cuyds | | 10325.00 | 0.645 |
| 7.Street Work. | | | |
| Subgrade 1 team and blade | | 8.50 | |
| Spreading 1 man 5.00; team and blade 8.50 | | 13.50 | |
| Processing 1 cat and blade | | | |
| Rentals on equipment | | 24.00 | |
| Fuel and lubricants | | 8.50 | |
| Running repairs | | 3.50 | |
| 1 Cat operator | | 6.00 | |
| 1 graderman | | 5.00 | |
| Based on 200 cuyd output | | 69.00 | 0.345 |
| | | | 2.703 |
| Plus 15% profit | | | .40 |
| | | | 3.10 |
| 8.Bond pro rata | | | .05 |
| Base course $3.05 Top course $3.25 average | | | $3.15 |

Maintenance Material.

| | | | |
|---|---|---|---|
| 1. Cost in bunkers | | | $1.81 |
| 2. Preparation sites and slope piles | | | .10 |
| 3. Haul. | | | |
| Station 3022 | 300 cuyds @60¢ | 180.00 | |
| Station 3125 | 300 cuyds @15¢ | 45.00 | |
| Station 3275 | 400 cuyds @70¢ | 280.00 | |
| | | 505.00 | .50 |
| | | | $2.41 |
| | Plus 15% profit | | .36 |
| | | | $2.77 |
| | Bond premium pro rata | | .04 |
| | | | $2.81 |

Filler.

1. Loading or placing within free haul limits per cuyd $ .50

Filler Haul.

1. Haul in excess of 500' per yard mile $ .25

SUMMARY.

| Item number | Items | | Unit Price | Amount. |
|---|---|---|---|---|
| 1. | Base course surfacing | 8000 cuyds @ | 3.05 | $24400.00 |
| 2. | Top course " | 8000.00yds | 3.25 | $26000.00 |
| 3. | Maintenance material | 1000 cuyds | 2.81 | 2810.00 |
| 4. | Filler | 4500 cuyds | .50 | 2250.00 |
| 5. | Filler haul | 6500 yd miles | .25 | 1625.00 |
| | For comparison of bids. | | | $57085.00 |
| | Water trucks 5 months @ $600.00 | | | 3000.00 |
| | Engineering 5% | | | 3000.00 |
| | Estimated total cost | | | $63085.00 |

Form No. 39—22202—6M—9-23

PQ 107a

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Job Name Chalk Cliff-Hunters Hill section

Highway Prineville-Lakeview

County Lake Job Prefix 19PD

Date December 6th, 1924

Week from Nov 30 to Dec 6

Mail Address Lakeview, Oregon

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

M. L. Neylan sub contractor doing the grading work on this section closed down for the winter, December 3rd on account of weather conditions and the difficulty in keeping labor on the job, and moved his teams and outfit away.

The rough grading is practically complete, but the finishing of the grade and the placing of about 25 yds of rubble masonry headwalls will have to be done in the Spring.

The contractor plans to leave two or three men on the job and if conditions will allow, they will clean up some rock work that is unfinished &c. and put in some necessary irrigation ditches

NOTED
State Highway Engineer

(See back of this sheet for instructions and detailed information.)

Signed B. J. Crowley

Title Res Engr

Form No. 39—22292—6M—8-23

PQ 1072

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Job Name Chalk Cliff-Hunters Hill section

Highway Prineville-Lakeview

County Lake Job Prefix 19PD

Date December 6th, 1924

Week from Nov 30 to Dec 6

Mail Address Lakeview, Oregon

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

M J Nylart sub contractor doing the grading work on this section closed down for the winter, December 3rd on account of weather conditions and the difficulty in keeping labor on the job, and moved his teams and outfit away.

The rough grading is practically complete, but the finishing of the grade and the placing of about 25 yds of rubble masonry retaining walls will have to be done in the Spring.

The contractor plans to leave two or three men on the job and if conditions will allow, they will clean up some rock work that is unfinished &c. and put in some necessary irrigation ditches.

NOTED
State Highway Engineer

(See back of this sheet for instructions and detailed information.)

Signed B. J. Crowley

Title Res Engr

## GRADING CONSTR...

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, .....steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... Percentage.....

*Other jobs* ..... Percentage.....

*Other jobs* ..... Percentage.....

*Other jobs* ..... Percentage.....

66 66

PR #107A

Grants Pass Oregon
October 27, 1924.

County Clerk Lake County
Lakeview, Oregon.

Dear Sir;-

Enclosed is a voucher in theamount of $ 2393.78, covering the amount due from Lake County on the October 10th, estimate on the Chalk Cliff- Hunters Hill Section of the Prineville - Lakeview Highway, Contract No. 740. You also have a voucher in the amount of $ 2329.05 covering the amount due from Lake County on the September 10th, estimate.

We respectfully request that you present both the above mentioned vouchers to the County Court as soon as possible and hasten the payment of same as these delays were not in any way anticipated at the time we presented our proposal to perform the work covered by these overdue amounts.

We hope to receive your check covering the above within a few days, and thanking you for your attention to this matter,

Yours very truly

JOHN HAMPSHIRE

By Max Kuney
Supt.

MJK/k

cc Oregon StateHighway Commission.
Salem, Oregon.

REFERRED TO S.H.P. BY R. P. L.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

October 8, 1924.

RECEIVED
OCT 9 1924

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #107-A, Chalk Cliff-Hunter's Hill section. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State Oregon

Project No. 107, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of August, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 28th day of May, 1924, a project statement, which was approved by the Secretary on the 1st day of July, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of July 1924, and approved by the Secretary on the 16th day of Sept., 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-six thousand, six hundred eighty and 25/100

dollars ($ 26,680.25 ) as the share of the United States payable under said act on account of said Section A of project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 2947 about 10 miles northwest of Paisley, and survey station 3403 on the west shore of Summer Lake about 6 miles south of Summer Lake P. O., terminal points, a distance of 8.66 miles, known locally as the Chalk Cliff-Hunter's Hill Section of the Prineville-Lakeview Highway between Fort Rock and Lakeview, Lake County, being Section A of Oregon Federal Aid Project No. 107 as approved by the Secretary of Agriculture on July 1, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

**(c) The Highway Department hereby agrees that it will later submit plans, specifications and estimates and enter into project agreements, or otherwise provide for the improvement, in a manner satisfactory to the Bureau of Public Roads, of the remaining mileage of said Oregon Project No. 107 as approved by the Secretary of Agriculture on July 1, 1924.**

**(d) The Highway Department hereby agrees that immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.**

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed

(*a*) the said sum of **twenty-six thousand, six hundred eighty and 25/100**

dollars, certified to the Secretary of the Treasury as above mentioned, being **61.13673**

per cent of **forty-three thousand, six hundred forty and 30/100**

Section A of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.08 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, under
(Include reference to statute authorizing

Chapter 237, Laws of 1917

funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .....;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing
.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)
.....

*(b) By the .....;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing
.....
funds and probable amount annually available.)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....
.....
*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 16th day of September, 1926.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By A. C. Duby
Chairman, State Highway Commission
(Title of officer.)

By H. H. Baldwin
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Mulkey
Member, State Highway Commission
(Title of officer.)

By .....
.....
(Title of officer.)

By .....
.....
(Title of officer.)

[SEAL.]

C. W. Marvin
ACTING Secretary of Agriculture.

1113

STRICKEN OUT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 2947 about 10 miles northwest of Paisley, and survey station 3403 on the west shore of Summer Lake about 6 miles south of Summer Lake P.O.,

locally known as the Chalk Cliff-Hunter's Hill Section of the Prineville-Lakeview Highway between Fort Rock and Lakeview, Lake County, being Section A of Oregon Federal Aid Project No. 107 as approved by the Secretary of Agriculture on July 1, 1924 and designated in the records of this Department as Section A of Project No. 107, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $43,640.30 as the total estimated cost of Section A of said project, and the sum of $26,680.25 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done at the city of Washington, this 16th day of September one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

C. W. Mauvin

ACTING *Secretary of Agriculture.*

(111)

8—4899

Form No. 39—22292—6M—8-28

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Lakeview Oregon July 12, 1928

Job Name Chalk Cliff-Hunter Hill section

Week from July 6 to July 12

Mail Address Lakeview, Oregon

Highway Prineville-Lakeview

Telegraph or Telephone Address NOTED

County Lake Job Prefix 19 P.D.

Express and Freight Address A.K.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Ed Carricaburu Contract moved onto this section this week and established camp at the Currier ranch about 2½ miles from the south end of the section. He has an outfit of about 50 horses and twenty four men and will be ready to work in a few days.

(See back of this sheet for instructions and detailed information.)

Signed R. F. Crowley

Title Res. Engineer

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

July 9th, 1924. PR 107 A.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Chalk Cliff-Hunters Hill Section, Oregon Project No. 107-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeCoux : TW

Enclosure.

WESTERN UNION
TELEGRAM

STATE HIGHWAY DEPARTMENT PROJECT NO. 227-A

CHALK CLIFF-HUNTERS HILL SECTION OF THE KLAMATH LAKEVIEW HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on Contract Prices)

Salem, Oregon, July 8, 1926.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 800.00 |
| 32,000 | cu.yds. | Common Excavation | .36 | 10,920.00 |
| 10,500 | " | Intermediate " | .90 | 9,450.00 |
| 6,000 | " | Solid Rock " | 1.50 | 9,000.00 |
| 12,000 | staydn. | Overhaul | .05 | 600.00 |
| 1,300 | lin.ft. | 12" Corr. Galv. Iron Pipe | 1.80 | 2,340.00 |
| 400 | " | 18" " " " " | 2.70 | 1,080.00 |
| 120 | " | 24" " " " " | 3.90 | 468.00 |
| 60 | " | 30" " " " " | 4.50 | 270.00 |
| 40 | " | 36" " " " " | 7.00 | 280.00 |
| 310 | cu.yds. | Rubble Masonry | 12.50 | 3,875.00 |
| 7 | M FBM | Lumber and Timber | 90.00 | 630.00 |
| | | | Subtotal | 39,873.00 |
| | | | 10% Engr.& Cont. | 3,967.30 |
| | | | Total | 43,640.30 |

Length of Project - 8.64 miles.

Cost per mile - 5,050.96

| | | |
|---|---|---|
| State Funds Available | $ 16,960.05 | |
| Federal Aid Requested | $ 26,680.25 | (61.13673%) |
| | $ 43,640.30 | |

Federal Aid Recommended _____

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | NM |
| Night Letter | NL |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT
164PR DC 36 COLLECT NL

LAKEVIEW ORG JULY 1 1924

ROY A KLEIN C-01

STATE HIWAY ENGINEER SALEM ORG

USE ORIGINAL LOCATION STATION THIRTY NINETY FOUR TO THIRTY ONE THIRTY FOUR AND REVISED LINE THIRTY TWO SEVENTY FOUR TO THIRTY TWO NINETY FOUR STOP RIGHT OF WAY ALL SECURED STOP RECOMMEND AWARD OF CONTRACT

C C KELLEY

1054P

file

Very truly yours,

ROY A. KLEIN
State Hiway Engineer

By

Office Engineer.

Dict. by J. W. DeSousa : TW

Enclosure.

# PACIFIC TELEGRAM

CLASS OF SERVICE

| TELEGRAM | | DAY LETTER | SYMBOL DAY L. | NIGHT MESSAGE | SYMBOL NITE | NIGHT LETTER | SYMBOL |
|---|---|---|---|---|---|---|---|

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT
12 -26

22pd NL

Lakeview Ore
6-30-24

Roy Klein
Salem Ore

all right-of way adjusted high or low line can be used at- william curvers. County well satisfied. with bid and bidder

H.E. Kelty
1:55-am

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSousa : TW

Enclosure.

June 18th, 1924. PR 107 a

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on the Chalk Cliff-Hunters Hill Section, Oregon Project No. 107. Four blue print sets of plans are today going forward to you.

We do not have in this office any cross-sections for the project. We have written to Mr. Kelley requesting that they be sent, but we are not sure that the sections have ever been platted up. Will you please advise how necessary your office considers the cross-sections on the project, and whether it will be necessary for us to plat them up in case this has not already been done?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSouza : TW

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 107-A

CHALK CLIFF-HUNTERS HILL SECTION OF THE

KLAMATH FALLS-LAKEVIEW HIGHWAY

IN LAKE COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, June 18, 1924.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 800.00 |
| 32,000 | cu.yds. | Common Excavation | .45 | 14,400.00 |
| 10,500 | " | Intermediate " | .75 | 7,875.00 |
| 6,000 | " | Solid Rock " | 1.75 | 10,500.00 |
| 12,000 | sta.yds. | Overhaul | .05 | 600.00 |
| 1,300 | lin.ft. | 12" Culvert Pipe | 2.00 | 2,600.00 |
| 400 | " | 18" " " | 2.85 | 1,140.00 |
| 120 | " | 24" " " | 4.00 | 480.00 |
| 60 | " | 30" " " | 5.90 | 354.00 |
| 40 | " | 36" " " | 8.50 | 340.00 |
| 230 | cu.yds. | Rubble Masonry | 15.00 | 4,650.00 |
| 7 | M FBM | Lumber and Timber | 100.00 | 700.00 |
| | | | Sub-total | 44,439.00 |
| | | | 10% Engr. & Cont. | 4,443.90 |
| | | | | 48,882.90 |

Length of Project - 8.64 Miles

Cost per mile - $5,657.74

| | |
|---|---|
| State Funds Available | 18,997.53 |
| Federal Aid Requested | 29,885.37 |
| | 48,882.90 |

CONTRACT # 743,

SEE:

CONTRACT # 730

12

743 SPE: Contract 730

CONTRACT #745, 790,

CONTRACT #745, 790,

PR 104 A Albany Bridge 1924-1926

745,790

COPY

PR 104

B-3 September 13, 1926.

August 31, 1926.

PR 104 A

Memorandum to accompany final voucher in triplicate for Oregon Federal Aid Project 104-A, for the period November 11, 1925 to March 25, 1926, claimed in the amount of $12,721.86. The voucher has been reduced by $801.37.

The item under contingencies of angles, plates and troughs of expansion joints of $75.97 has been eliminated from the voucher as ineligible for Federal Aid.

In addition the item of "Final adjustment with contractor account driving of grade at pier 1 and reduction in piling used" has been reduced from $1,958.59 to $723.77, the maximum amount allowable for Federal participation.

The eliminated and reduced items were called for in the approved plans and payments by the United States can not be made for these adjustments in their entirety.

After making the necessary changes we find the amount due the State to be $11,920.49, in which amount payment of the voucher is recommended.

H. K. Bishop

Chief, Division of Construction.

SEP 28 1926

Form 9

August 16, 1926. FE 104 A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 10th inst., relative to revised final estimate on the Albany Bridge, Oregon Federal Aid Project No. 104-A.

You now have the final estimate in your hands, and it will be satisfactory to us for it to be passed, making eliminations outlined in your letter.

We trust that this case will be handled in this manner without necessitating the preparation of a new final voucher.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza.
Assistant Office Engineer.

JWD:AP

DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 10, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

With reference to the revised final estimate of Oregon F. A. Project No. 104-A and to your letter of July 21st, describing the various contingency items included in the estimate:

The Contingency items are satisfactory with the exception of the items amounting to $75.97 and $1,958.59 for expansion plates and adjustment for change in elevation of the footing - Pier 1 and reduction in concrete piling.

The approved plans include expansion joints, and as such it is apparent that the cost of the metal involved would, in accordance with your specifications, properly be included with the payment for structural steel; and we suggest that this be either included in the structural steel quantity or else the item eliminated from that portion of the estimate on which Federal aid is claimed. The item of $49.07 for the expansion joint filler is satisfactory, inasmuch as the specifications and contract do not provide for payment.

The item of $1,958.59 is composed of an adjustment on two separate items: one for concrete piling, amounting to $723.77, which amount is satisfactory for payment as a Contingency. The balance of the total amount—$1,234.82 is the adjustment for change in the grade of Pier 1. Our approved plans show this pier grade the same as was constructed in the field, and therefore we do not deem it proper to pay the adjustment item for any change in grade made prior to the approval of plans. We therefore request that you revise the estimate and eliminate the adjustment item of $1,234.82 from the Contingencies on which Federal aid is requested.

With the above changes the final estimate will be passed for final approval and payment.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

August 10, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

With reference to the revised final estimate of Oregon P. A. Project No. 104-A and to your letter of July 21st, describing the various contingency items included in the estimate:

The Contingency items are satisfactory with the exception of the items amounting to $75.97 and $2,958.59 for expansion plates and adjustment for change in elevation of the footing - Pier 1 and reduction in concrete piling.

The approved plans include expansion joints, and as such it is apparent that the cost of the metal involved would, in accordance with your specifications, properly be included with the payment for structural steel; and we suggest that this be either included in the structural steel quantity or else the item eliminated from that portion of the estimate on which Federal aid is claimed. The item of $49.07 for the expansion joint filler is satisfactory, inasmuch as the specifications and contract do not provide for payment.

The item of $1,958.59 is composed of an adjustment on two separate items: one for concrete piling, amounting to $723.77, which amount is satisfactory for payment as a Contingency. The balance of the total amount--$1,234.82 is the adjustment for change in the grade of Pier 1. Our approved plans show this pier grade the same as was constructed in the field, and therefore we do not deem it proper to pay the adjustment item for any change in grade made prior to the approval of plans. We therefore request that you revise the estimate and eliminate the adjustment item of $1,234.82 from the Contingencies on which Federal aid is requested.

With the above changes the final estimate will be passed for final approval and payment.

Very truly yours,

C. H. PURCELL
District Engineer

By _____
Acting.

FORM 55 A&B 2000 1-36

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

99 1049

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM July 21, 1936

1049A

Mr. C. H. Purcell, Dist. Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:-

In response to the telephone request of your Mr. Wright, we are giving below an explanation of the various items of contingencies listed in our final voucher for the Albany Bridge, Oregon Federal Aid Project No. 104-A. The items are not numbered in the voucher so that it will be necessary to refer to them by their amounts.

$15.74. This item is self-explanatory on the voucher, it being for the excavation of test holes at bents 2 and 3 and for driving of a test pile at bent #1 in order to determine the character of the footings.

$11.32. A revision was requested of the contractor in forms for the brackets underneath the handrail posts. This was so that the sides of the brackets would line up with the sides of the handrail posts, and was requested after the forms were partly up. The amount paid was to cover the cost of the removal and re-erection of that part of the forms which was already in place.

$8.30. The expansion joint at bent #1 was moved to bent #2 so as to provide more clearance for vehicles desiring to drive underneath the bridge.

$61.16. This item could be more properly designated as "install copper expansion strips in sidewalk slab." The copper strips were originally shown as extending only up into the curb, but were later made longer so as to cover the sidewalk slabs as well.

$100.57. Hydrated lime was added to the concrete in the roadway and sidewalk slabs in an effort to reduce the hair cracking that had been observed in the portions which had been poured previous to the issuance of this instruction.

$384.72. The lower side of the roadway slab on the steel spans was shown on the drawings as being level with the tops of the

OREGON STATE HIGHWAY
SALEM



stringers. In order to secure a grip on the top of the stringers, it was necessary to construct the forms at a lower elevation and to provide for the fillets at the sides of each of the stringers.

$103.04. When the lamp brackets were purchased, it was found that in order to secure a suitable attachment of them to the structural steel, it was necessary to purchase and attach additional plates.

$94.54. This item covers the placement of sheet metal strips in all construction joints as per our present standard practice. This practice was adopted subsequent to the award of the contract for the Albany Bridge. It also covers the placement of a paper strip between the top of the roadway curb and the bottom of the sidewalk slab in order to provide for differential expansion.

$32.39. This was for the attachment and painting of the electric light brackets.

$16.94. An effort was made to seal the hair cracks in the slabs and pier tops by means of "Sealaleak". These cracks were not of sufficient magnitude to indicate workmanship or material of a quality below the requirements of the specifications. The work of painting the cracks was, therefore, properly considered as extra work.

$49.07. This is for filling the expansion joints which were revised in accordance with your request. The rest of the cost of this revision is covered in the next item, namely $75.97.

$1,958.59. This covers the additional unit cost occasioned by the reduction in quantity of excavation at pier #1 and in the number of concrete piling. It is calculated as follows:

At the time of receiving bids on the Albany Bridge, Contract #745, the plans showed that pier #1 would be constructed with its base at elevation 146. After the receipt of bids, another investigation was made, at which time it was considered feasible to sink the pier only to elevation 166. This resulted in the saving of 394 cu. yds. of excavation and 63 yds. of concrete, which at the price bid, represented a reduction in cost of $5,550.00.

The excavation below elevation 172 for all piers was included in a single item, #2, of the contract. Pier #1 on which the change was made, was located up on the bank at the Albany end of the structure, while the other four were either out in the stream or on the gravelly bank adjacent to the stream. The reduction in quantity of excavation, therefore, cut out some of the cheapest excavation to be done under this item, which has lead the contractor to request an adjustment.

The contractor has submitted his original estimate figures which have been very closely verified by the actual costs obtained during construction. The estimate was divided into two parts, as follows; One part included all those items which would fluctuate with the amount of material removed and another part to include all items such as plant set-up and the like, which were fixed in amount regardless of the yardage of material removed. The first of these groups showed as follows;

| | |
|---|---|
| 512 cu. yds. at $3.7968 | 1,944.00 |
| The second one showed a total of fixed items amounting to | 1,498.36 |
| Making a total cost for this excavation of | $3,442.36 |

The original volume of excavation was 512 cu. yds., making a total of $6.72 per cu. yd.

The amount of excavation actually done was 118 yds. Figuring the cost of this excavation the same as above, we have

| | |
|---|---|
| 118 cu. yds. at $3.80 | 448.40 |
| Fixed items as above | 1,498.36 |
| Total | 1,946.76 |

equals $16.50 per cu. yd. or an increase of $9.78 per cu. yd.

The amount of the adjustment is, therefore,

| | |
|---|---|
| 118 cu. yds. at $9.78 | $1,154.04 |

It does not appear that this adjustment necessarily required a profit item to be added, but it does seem equitable that an allowance be made for general office overhead, which figures approximately 7%.

| | |
|---|---|
| 7% of the above amount equals | 80.78 |
| Making the total adjustment on this item | $1,234.82 |

In the same way, item #5 - concrete piling - was reduced from 110 pieces to 62 pieces. The original estimate was figured as follows;

| | |
|---|---|
| 110 pieces at $32.518 each (variable items) | $3,577.00 |
| Fixed items | 1,550.00 |
| Total | $5,127.00 |

which, divided by 110 = $46.61 each.

The final estimate figured as follows;

| | |
|---|---|
| 62 pieces at $32.52 | $2,016.24 |
| Fixed items | 1,550.00 |
| Total | $3,566.24 |

Brought forward from page #3 - - - - - $1,234.82

This figure, divided by 62 = $57.52, an increase of $10.91 each.

The adjustment is

62 pieces at $10.91 - - - - - - - - - - - $676.42
Plus 7% for overhead- - - - - - - - - - - 47.35
Total - - - - - - - - - - - - - - - - - - - - - - - - 723.77

The total adjustment therefore to be allowed on both of these items is- - - - - - - - - - $1,958.59

We trust that with this explanation, the voucher will be in line for payment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Bridge Engineer.

MR:RP

SALEM, OREGON, April 30, 1926.

Oregon State Highway Commission,
Capitol Building,
Salem, Oregon.

in re
(name of Albany Bridge)

Kind Sirs:

I trust it may not seem over-intrusive if I take the liberty of suggesting that your Honorable Body kindly consider in this connection (if you deem it consistent) the name of SAM SIMPSON, which appeals to me as particularly appropriate, from both a historical and geographical standpoint, because of the close relation between the site upon which the bridge is built, and Sam Simpson's immortal poem, "The Beautiful Willamette", a widely recognized literary masterpiece, of which any state might well be proud; and which, together with much of Simpson's other literary products, was written in this identical locality.

I appreciate you may be besieged with requests from many sources regarding a name for the bridge, but assure you that my motive in making any request whatsoever of your Honorable Body therein is actuated solely by the vital interest I have in the preservation, by every means possible, of Oregon's monumental traditions--which Simpson's literary work, and that of pioneers like him, have contributed so largely toward doing; and which the steadily increasing group of talented authors and artists in this State are continuing, as attested by recognition they are receiving nationally, as well as locally.

Thanking you for whatever consideration may be given this, I am, Cordially yours,

C. P. Bishop

CPB/ EG

PQ 104a

May 27, 1926.

Mrs. Emma Bennett Miller, Secretary,
Northwest Poetry Society,
Sandy, Oregon.

Dear Madam:

Receipt is acknowledged of your letter of April 25, 1926, requesting that the new bridge over the Willamette River at Albany be named "Simpson Bridge" in honor of the Oregon poet, Sam Simpson, who wrote the poem "Beautiful Willamette" near the spot where the bridge was built.

The Commission, after consultation with others who cooperated in the construction of the bridge, felt that it was preferable that the name "Albany Bridge" should remain, since there was considerable feeling of civic pride in Albany in retaining that name. The Commission suggested, however, that if parties interested desire to secure and place upon the bridge a bronze tablet of an informative nature commemorating the poet, that they would be quite willing that such a memorial should be placed in an appropriate position on the bridge structure. I am passing this suggestion on to you for such consideration as you may desire to give to it.

Very truly yours,

State Highway Engineer.

BAK:HI

RECEIVED

Sandy, Oregon,
April 25 -! 26 .

State Highway Commission,
Salem , Oregon .

Gentlemen : At the regular meeting of the Northwestern Poetry association held April 24 , a resolution was unanimously passed to ask the State Highway Commission to name the new bridge under construction at Albany "Simpson " bridge,in honor of the immortal Oregon poet, Sam Simpson , who wrote his great poem "Beautiful Willamette " , near the spot where the bridge is being constructed . A number of our most prominent members gave talks in favor of doing everything possible to preserve the memory of so gifted an Oregon writer, and the Society felt you would gladly co-operate with us in this endeavor .

Hoping you will favor the Society with this request , I am most sincerely ,

Mrs. Emma Bennett Miller
Sec. Northwest Poetry Society.

Copy sent to [illegible] Com
Apr 27. 1926.

999 1042

May 8, 1926.

Miss Edna Garfield,
Oregon Authors League,
Masonic Temple,
Salem, Oregon.

Dear Madam:

Receipt is acknowledged of your letter of April 30, addressed to the State Highway Commission, suggesting that the name of Oregon's pioneer poet, Sam Simpson, be given to the Willamette River bridge at Albany. This name was considered at the meeting of the Highway Commission held on April 30. Also, the names of other distinguished citizens were suggested. However, after conferring with some of the representative citizens of Albany, it appeared best to retain the name "Albany Bridge" which has designated the previous structure for many years and is well known throughout the state.

Appreciating your interest in the matter and regretting that under the circumstances it is not possible to meet your request, I am

Very truly yours,

State Highway Engineer.

RAK:HI

Edna Garfield
Official Court Reporter
Masonic Temple
Salem, Oregon

April 30, 1926.

Subject:
(Albany Bridge)

Oregon Highway Commission,
Salem, Oregon.

Gentlemen:

On behalf of the Oregon Authors'League, also the Writers' Section of the Salem Arts League, I am requested to inform your Honorable Body that, when naming the new bridge at Albany, these organizations would very deeply appreciate the consideration by you, if it meet with your approval, the name of Oregon's illustrous pioneer poet, Sam Simpson, whose famous poem, "The Beautiful Willamette" and other of his literary productions honoring Oregon, written in the immediate vicinity of the new bridge site, make it appeal to us as particularly appropriate that the structure bear his name, if it meet with your approval.

Grateful for any action you may take in favorable consideration of above, in view of the historical associations of the locality, and trusting we have not been intrusive in the matter, we are,

Very respectfully yours,

Oregon Authors League
Salem Writers League
Edna Garfield.
(Publicity Department)

FORM 88 A&E 2000 1-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PG 104a

# OREGON STATE HIGHWAY COMMISSION

SALEM April 28th, 1926

COPY

MR. KLEIN

Mr. Leonard Gilkey, Sec't'y.,
Albany Chamber of Commerce,
Albany, Oregon.

Dear Mr. Gilkey:-

Receipt is acknowledged of your communication of April 26th in which you very kindly tender me an invitation to be present at the opening of the Albany Bridge on May first.

I wish to sincerely thank you for the courtesy of this invitation and to assure you that I shall be very pleased, indeed, to be present.

While I sincerely appreciate your invitation to make a few remarks in connection with the opening ceremonies, it occurs to me that in view of the fact that you have several other speakers, it would be much better to omit this part of the program. It has always seemed to the Engineering Department that participation in ceremonies of this kind on the part of the State, should be through those who have been delegated by law to direct the broader policies of road building. A structure of this kind should not be regarded as in any sense the work of the engineer. He is simply the professional instrumentality in the hands of the legally constituted bodies of the state, county and municipality to whom is delegated the authority for road and bridge construction. It seems to us entirely fitting and proper that on occasions of this kind, state, county and municipal officials who, in the final analysis,

have carried the burden of construction, should participate in the ceremonial.

In view of these facts, therefore, it would seem best that I decline your invitation to participate as you suggested.

I wish, however, to again express my appreciation of your consideration in this matter and to assure you of my pleasure in being able to attend the ceremonies.

Very cordially yours,

C. B. McCullough,
Bridge Engineer.

CBMcC:HP

OQ 1042

EDWIN T. REED PRESIDENT
A. A. HULL · VICE-PRESIDENT
H. W. HAND · · SECRETARY
C. H. WOODCOCK, TREASURER

J. L. GAULT · · · TRUSTEE
H. E. WALTER · · · TRUSTEE
E. L. GETZ · · · · TRUSTEE
MYRON K. MYERS · TRUSTEE
W. F. KENNEDY · · TRUSTEE
F. H. WHITHAM · · TRUSTEE

# Corvallis Chamber of Commerce

W. A. REID, EXECUTIVE SECRETARY

CORVALLIS ORE.

April 22, 1926

file

Hon. W. H. Malone
State Highway Commissioner
Corvallis, Oregon

My dear Judge:

Herewith find a copy of the resolutions relative to the naming of the Albany-Corvallis bridge, which were passed unanimously at the last forum meeting of our Chamber of Commerce.

I am mailing this copy to you with the request that you bring it to the attention of the State Highway Commission at your next meeting. I have also forwarded a copy to the Albany Chamber of Commerce and sincerely trust that they will concur in the suggestion herein offered.

Sincerely yours,

W. A. Reid

Executive Secretary.

WAR:B

...IDENT
...ESIDENT
...PRESIDENT
... SECRETARY
...OCK, TREASURER

J. L. GAULT . . . TRUSTEE
H. E. WALTER . . . TRUSTEE
E. L. GETZ . . . TRUSTEE
MYRON K. MYERS . TRUSTEE
W. F. KENNEDY . . TRUSTEE
L. N. TRAVER . . . TRUSTEE

# Corvallis Chamber of Commerce

W. A. REID, EXECUTIVE SECRETARY

CORVALLIS ORE.

WHEREAS, the new bridge connecting Benton County with Linn County is about to be officially dedicated, and,

WHEREAS, it has been the custom to name and dedicate bridges constructed by the highway commission after some individual who has performed meritorious public service in the community or State extending over a long period of years, and,

WHEREAS, there is now living in Albany a citizen worthy in every respect of having such an honor conferred upon him, a citizen who has crossed over the old bridge on his way to Corvallis to serve the state in a public capacity oftener than any other citizen in Linn or Benton County, and

WHEREAS, this gentleman is a regent of the Oregon Agricultural College and has devoted many of his years and much of his energy and capacity towards the upbuilding of this institution of which we of Corvallis are especially proud, therefore

BE IT RESOLVED, That the Corvallis Chamber of Commerce hereby go on record as strongly and urgently urging the state highway commission when it dedicates the new bridge at Albany to name it for the Hon. J. K. Weatherford of that city that it may be a monument of appreciation of his splendid service to the state and be known throut all time as "The Weatherford Bridge."

Respectfully submitted by the Legislative Committee.

C. E. Ingalls, Chairman.

ATTEST

The above resolutions were unanimously passed by the Corvallis Chamber of Commerce at its Forum meeting April 20th, 1926.

W. A. Reid

Executive Secretary.

Eq 1042

April 12, 1926.

NOTED
State Highway Engineer

Mr. Leonard Gilkey, Secretary,
Albany Chamber of Commerce,
Albany, Oregon.

Dear Sir:

In reply to your kind invitation of April 5, 1926 to attend the dedication exercises of the bridge at Albany, would say that I have forwarded copies of your letter to the members of the Highway Commission individually and as soon as they have replied, I will be pleased to advise you of their decision in this matter.

Appreciating the courtesy of the committee, I am

Very truly yours,

State Highway Engineer.

BAK:HI

# ALBANY CHAMBER OF COMMERCE

OFFICE OF SECRETARY
ALBANY, OREGON.

April 5, 1926

Oregon State Highway Commission
Salem, Oregon

ATTENTION of Mr. Roy A. Klein

Dear Mr. Klein:

At a meeting of a committee composed of business men of Corvallis and Albany today, plans were perfected to celebrate the dedication of the Albany Bridge.

I have been asked by that committee to request the cooperation of the Highway Commission and also your attendance on that occasion which will be the afternoon of May 1st, beginning at 1:30 P. M.

Mr. Sam Dolan a member of the committee advised me that the members of your commission will be in attendance at a district meeting in Corvallis on the evening of that day and thought it might be possible to have all the commissioners with us. One of whom we would like to have make a short address.

Trusting that we may receive a favorable reply ~~to~~ this matter, I am

Very truly yours,
Leonard Gilkey

Leonard Gilkey
Secretary.

#745-20B-1
#9 104a

February 24, 1926.

Maryland Casualty Company,
Rodgers Hart Banks Company, Agents,
Railway Exchange Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 745 for the construction of a bridge over the Willamette River at Albany on the Albany-Corvallis Highway in Benton and Linn Counties has been completed by the contractors the Union Bridge Company and that final settlement will be made by the State with said contractors for work done under said contract on or after March 5th, 1926.

The State has been advised of one claim against this contract it being in amount of $1,152.03 and filed by Upperle & Braden for piling furnished. You are advised that the State assumes no responsibility for this or any other claims which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEE,
State Highway Engineer,

By

H. B. Glasgyer,
Chief Clerk.

Dict. by J. McFarlands.

December 2, 1925.

Mr. Wm. Duby, Chairman,
State Highway Commission,
Salem, Oregon.

Dear Sir:

No doubt you were served today with papers similar to those served on Commissioners Van Duzer and Malone and Mr. McCullough, relating to the Albany Bridge matter. Mr. Devers advises to "sit tight." He thinks that the acts of the Commission can be justified when the time comes.

The barricades on the new bridge were taken down Monday at 9 o'clock and traffic has been using the new bridge since then. We are having some little trouble with the fill on the north side which is quite soft on account of continued rains which we are having at present, but we are continually adding more gravel and I think that conditions will be stabilized very soon.

Very truly yours,

State Highway Engineer.

RAK:HI

OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY and SURETY BONDS and BURGLARY INSURANCE

September 11, 1925.

PORTLAND

Fidelity & Deposit Company of Maryland,
Cosco Building,
Portland, Oregon.

Attention R. E. Gortin, Special Agent.

Gentlemen:

Receipt is acknowledged of your letter of yesterday making inquiry about the E. H. Ittehmer contract for the construction of the Albany bridge approaches.

Please be advised that this contract was completed and accepted on July 21, 1925. The total amount paid will be $6,905.40.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Cloiseyer,
Chief Clerk.

Dict. by J. McFarland.

49-1042

...EPARTMENT OF OREGON

# ...IDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

*Gasco Building*

PORTLAND

R.E. PINNEY
*Resident Vice-President*

CLARENCE D. PORTER
*Manager*

D.E. GORTON
*Special Agent*

SEptember 10th,
1 9 2 5.

Roy A. Kline, Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir: Re: #3236536-A - E. H. Itschner

Our company executed the bond for E. H. Itschner for the construction of .27 miles of embankment tothe approach of a new bridge over the Willamette River at Albany, Oregon.

Will you please advise me the present status of this contract as to whether or not same has been completed.

Very truly yours,

D. E. GORTON
Special Agent

#790 - Benton
Albany - Bridge Approaches.

DEG:MD

Total paid = $6,905.40
Completed June 31 - 1925

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date July 25, 1925

Job Name Albany-Corvallis Fill

Week from 20 to 25

Mail Address Corvallis

Highway Albany-Corvallis

Telegraph or Telephone Address

County Benton Job Prefix 282

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Almost complete grade trimming on the fill, also Riprap work.

Started cutting dog holes on Friday. Started light cut on 10 & 12 C.Y. & Pit station 20' wide.

Unless the contractor has bad luck he will complete his work within the time limit July 31st.

RECEIVED
JUL 27 1925
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 3

(See back of this sheet for instructions and detailed information.)

Signed Albert Smart

Title Res. Engr.

Form No. 39—22292—6M—8-23

PG 1042

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,
..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,
..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,
..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

Form No. 39—22292—6M—8-28

PG 104a

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date May 16, 1928

Job Name [illegible]

Week from 11 to 16

Mail Address [illegible]

Highway [illegible]

Telegraph or Telephone Address [illegible]

County [illegible] Job Prefix [illegible]

Express and Freight Address [illegible]

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

The contractor started clearing R. O. W.
the week. Arrangements were made with
Mountain States Power Co. & Bell Tel Co.
to remove poles temporarily from town
to hauling began on grt.

NOTED
J. S. SAWYER

RECEIVED
MAY 19 1928
HIGHWAY DIVISION

(See back of this sheet for instructions and detailed information.)

Signed Albert Arnett

Title A E

og-104a

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, .....steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

FORM 3A 87242 10M 3-33

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,
..... teams, .....steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

FORM 2A 27342 10M 2-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

pg-1042

# OREGON STATE HIGHWAY COMMISSION

SALEM April 22, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

NOTED
R. A. K.

Dear Sir:-

Complying with your request of yesterday, we hand you the following information concerning the new bridge at Albany:

The original construction estimate was $245,306. The estimate corrected to the present time is $230,763.50. The principal item of reduction is the excavation and concrete for the first pier on the Albany side. At this pier we were able to get a foundation at a much higher elevation than was originally contemplated. This item, however, does not account for all the reduction given above. There are, here and there, small items throughout the structure.

Very truly yours,

O. B. Fullerton

Bridge Engineer.

MR.B

FORM 2A 27242 10M 3-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MACONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM April 22, 1925.

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REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

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R. A. K.

Dear Sir:-

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Very truly yours,

O. B. McCullough

Bridge Engineer.

MR:JM

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

February 26, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #104-A, Albany Bridge. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State Oregon

Project No. 104, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of January, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 8th day of January, 1924, a project statement, which was approved by the Secretary on the 16th day of February, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 11th day of June, 1924, and approved by the Secretary on the 14th day of February, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred sixty-four thousand, nine hundred sixty-nine and 27/100

dollars ($ 164,969.27 ) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(a) It is agreed that the construction work on the project may [illegible] account, or by convict labor, as may be found most advantageous [illegible] ments. Such construction work as may be performed by force [illegible] for on the basis of the units of work performed at the u[illegible] by the Secretary.

(b) In the construction of said project the Highw[illegible] other conditions being equal, preference in the employm[illegible] sailors, and marines, but no other preference or discrimin[illegible] shall be made.—Section 6 of the act of Congress of February

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920,
(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following ~~road~~ bridge as described in detail in said surveys, plans, and specifications:

~~Between~~ Albany Bridge across the Willamette River at the edge of the town of Albany between survey station 0+70 and survey station 13+92.99 in S.W. ¼ of Sec. 6, T.11 S., R.3 W., on the Albany-Corvallis Highway in Linn and Benton Counties, ~~extending~~, a distance of 0.23 miles, ~~more or~~ ~~less~~, being Section A of Oregon Federal Aid Project No. 104 as approved by the Secretary of Agriculture on February 16, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof. under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions.

* Strike out if not appropriate.

(a) It is agreed that the construction work on said project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, prior to or immediately upon completion of the bridge covered by this agreement, it will construct a suitable highway connection between the northerly end thereof and Section B of said project.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed

(a) the said sum of one hundred sixty-four thousand, nine hundred sixty-nine and 27/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of two hundred sixty-nine thousand, eight hundred thirty-six and 60/100

Section A of

dollars, the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $..... per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **In accordance with Resolution of August 7, 1917, under Chapter 237, Laws of 1917.**
(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

terms hereof, to .....

.....

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorising funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorising funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 14th day of February, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By (Van Duzer)
Chairman, State Highway Commission
(Title of officer.)

By (Herbert Nunn)
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

(C. W. Marvin)
ACTING Secretary of Agriculture.

(11)

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form P.R. S—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of the Albany Bridge across the Willamette River at the edge of the town of Albany between survey station 0+70 and survey station 12+92.99 in S.W. ¼ of Sec. 6, T.11 S., R. 3 W., on the Albany-Corvallis Highway in Linn and Benton Counties, being Section A of Oregon Federal Aid Project No. 104 as approved by the Secretary of Agriculture on February 16, 1924, and designated in the records of this Department as Project No. 104 Section A of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $269,936.60 as the total estimated cost of said project Section A of, and the sum of $164,969.27 as the share of the United States, payable under said acts on account of such project Section A of, which does not exceed 61.1367 per cent of said total estimated cost.

Done at the city of Washington, this 14th day of February one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Warburton
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4839

WB

#745-CC-1-

November 20, 1924.

Albany State Bank,
Albany, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of November 25th enclosing assignment of the Union Bridge Company on their contract No. 745 for the construction of the Willamette River Bridge at Albany.

Please be advised that thewill be pleased to comply with the terms of the assignment as soon as the consent of the surety on the bond is received.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

MEMBER FEDERAL RESERVE SYSTEM

C. E. WILLIAMSON, CASHIER
RAYMOND TOMLINSON, ASST. CASHIER
D. N. WILLIAMSON, DIRECTOR

Albany State Bank

CAPITAL $ 50,000.00
SURPLUS AND UNDIVIDED PROFITS $ 20,000.00

Albany, Oregon

November 25, 1924.

Secretary State Highway Commission,
Salem, Oregon.

Gentlemen:

Please find enclosed a duly executed assignment of the Union Bridge Company bearing the date of November 17th, 1924, and signed by its secretary and treasurer. Kindly file same and forward all money now due or which may become due in the future direct to us.

Mr. Huber has assured us that he would obtain the concent of the surety company to this assignment and same will be filed with you also. Should you require anything further, kindly advise us and oblige.

Yours very truly,

ALBANY STATE BANK.

By E. B. Williamson
Vice President.

NOV 26
CHAS. F. SMITH

WW:H

- ASSIGNMENT -

KNOW ALL MEN BY THESE PRESENTS, That we, the UNION BRIDGE COMPANY, a corporation of the State of Oregon, in consideration of the sums of money to be hereafter advanced to it by the ALBANY STATE BANK of Albany, Oregon, a corporation of the State of Oregon, for the purpose of prosecuting the work in connection with the building of that certain bridge across the Willamette River at Albany, Oregon, on the Albany and Corvallis Highway in Linn and Benton Counties, Oregon, known as Bridge No. 1024 of the State of Oregon, contract No. 745, made June 12th, 1924, between the State of Oregon and others and said Union Bridge Company, does hereby assign and transfer to said Albany State Bank of Albany, Oregon, its successors or assigns, all claims and demands which the said Union Bridge Company now has, and all of which at any time between the date hereof and the completion of said contract it may or shall have against the State of Oregon and others named in said contract, and all sums of money due, and all sums of money which may or shall become due under said contract, as well as all warrants which may hereafter be issued by the State or their authorities in payment of estimates under the terms of said contract.

And the said Union Bridge Company does hereby constitute and appoint said Albany State Bank of Albany, Oregon, to be its attorney irrevocable in the premises, to do and perform all acts and things

in like manner, to all intents and purposes in reference thereto, in carrying this assignment into full force and effect, as the Union Bridge Company might otherwise do.

IN TESTIMONY WHEREOF, This Assignment has been executed in triplicate, by authority of the Board of Directors, this 17th day of November, 1924.

UNION BRIDGE COMPANY,

BY: Leo A. Sears

Its Secty.

Chas E Hahn

Treas

PW-1042

#745-2 PW-1042

November 19, 1924.

Aupperle & Breden,
Jefferson, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 15th inst. in which you request information concerning the collection of your account against the Union Bridge Company for the furnishing of piling to be used in the construction of the Albany bridge.

In reply will say that the Union Bridge Company have done considerable work for this department and we have always found them to be a strictly reliable concern. We do not believe that it is their intention to sidestep the payment of your account but that it will be settled in due course.

In connection with this contract, as well as all state highway contracts, the contractor is required to furnish a surety bond which is for the purpose of protecting all labor and material claims and all just debts, dues and demands that may be incurred in connection with the contract. The surety on the bond furnished by the Union Bridge Company in this instance is the Maryland Casualty Company, resident agents for whom are Rogers-Hart-Banks Company, Railway Exchange Building, Portland, Oregon. This surety company is equally responsible and liable for claims against this contract as the Union Bridge Company.

We trust that the foregoing information is satisfactory to you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

CO-1044

Jefferson, Ore
Nov. 15, 1924

State Highway Dpt,
Salem, Ore.

Gentlemen;

We have furnished the Union Bridge Co., of Portland with piling used in the construction of the bridge at Albany and have not been able to get any money yet. Please advise us if there is any way that we can collect, either through the State or otherwise.

Yours truly
Cupperb & Braden
By. J. M. C.

P.S. The amt. due is $1133.17
Int. 18.82
$1152.99

ANSWERED
H. B. G.

OG-104a

September 3, 1924

File

Union Bridge Company
1001 Porter Bldg.
Portland, Oregon

Gentlemen:

On behalf of the State Highway Commission, I desire to acknowledge receipt of your letter of the 27th, in which you advise the State of the pending litigation between W. A. Barrett against the Union Bridge Company, by which it is sought to enjoin the Union Bridge Company from constructing the south approach of the bridge over the Willamette River on Ellsworth Street in Albany.

Your letter has been considered by the Highway Commission and I have been directed to say to you that the Commission will expect you to carry out your contract with the State and construct a bridge pursuant to the plans and specifications and in harmony with the provisions of the contract, and I am instructed by the State Highway Commission to say to you that the Commission expects the Union Bridge Company to prosecute the work without delay, notwithstanding the pending litigation.

You are further advised that the Union Bridge Company will be expected to use every diligence in defending against the pending litigation, for neither the State nor the State Highway Commission will be responsible or assume any liability for any delays or other conditions resulting from said litigation.

Very truly yours,

State Highway Engineer, and
Secretary to the State Highway
Commission.

# UNION BRIDGE COMPANY

BUILDERS OF HIGHWAY BRIDGES

SEATTLE
CENTRAL BLDG.

PORTLAND
1001 PORTER BLDG.

Portland, Oregon.
August 27, 1924.

State Highway Commission,
Salem, Oregon.

Gentlemen:

This is to advise you that W.A.Barrett and J.J.Barrett, as Plaintiffs, are instituting a suit against the Union Bridge Company for the purpose of enjoining the Union Bridge Company from constructing the south approach to the bridge over the Willamette River on Ellsworth Street at Albany.

A copy of the complaint has been handed to your Resident Engineer and we understand forwarded to your attorney, Mr.Devers.

The complaint was served on us the 23d. Appearance must be made within ten days before Department No.2, Circuit Court, Linn County, Oregon.

The writer has had this up with Mr.Devers, your Attorney. Of course the Union Bridge Company relies on your Commission to protect it against the consequences and results of this suit.

Mr.Devers and our Attorney, Winters & McGuire, expect to have a conference in regard to this matter on Friday, the 29th inst.

Yours very truly,

UNION BRIDGE COMPANY.

BY. Chas C Huber

CGH:F

3000 BM-11-23

M. DUBY, BAKER, CHAIRMAN
VAN DUZER, PORTLAND
H. MALONE, CORVALLIS
COMMISSIONERS

NOTED
J. S. SAWYER

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

PR 104A

Albany Oregon August 19 1924

Mr J S Sawyer

Division Engineer State Highway

Salem Oregon

Dear Sir:

Mr VonLee of the Benton County Court asked me if the State would assume maintenance of the proposed fill at Benton County end of Albany Bridge as soon as it was complete. That is should it wash out this winter would State replace it. I told him my opinion was that State would accept fill when complete and maintain it but that I would get the correct information for him.

They should get at that fill at once if they are to do it this winter for unless we have a very late fall they will have hardly time to get it in and riprapped before the water hits it. I can set slope stakes anytime for them. They have not closed yet for right of way either.

Please inform me or Mr VonLee about maintenance of fill.

Yours Truly

E. A. Collier

Resident Engineer

To the State Highway Commission:

The undersigned business and professional men and property owners in the city of Albany respectfully petition that the proposed bridge across the Willamette river on Ellsworth Street in the city of Albany be not erected as now designed for the reason that the placing of the same on Ellsworth street as now designed will cause great damage to adjacent property and constitute a very serious menace in case of fire by blocking the two alleys running into Ellsworth Street; that the grade of the proposed approach as planned is not practicaly for general use; that to bring said bridge on to First Street at Ellsworth as proposed will congest traffic at that point and said location is not satisfactory to the great majority of people in the city of Albany; that a crossing of the river at Ellsworth Street will divert traffic so that tourists and travelers will not pass along the main part of First Street in said city. This bridge is being financed in part by Linn County and the City of Albany which means the tax-payers will contribute to the expense thereof and it is not fair to the business interests of the town west of Ellsworth for the traffic to be diverted at Ellsworth Street and not let it go west as it naturally tends.

That it is the opinion of the undersigned that said bridge should not be constructed at its present proposed location on Ellsworth Street but should be removed to a point west, either on Washington or Calapooia Streets and a grade crossing there established.

| NAME | LOCATION | BUSINESS. |
|---|---|---|
| Wallister | 161 Broadalbin | Banking |
| M. SENDERS & CO. | 435 N. 1st | Grain |
| [illegible] | 427 E. 1st | Furnit |

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| NAME | LOCATION | BUSINESS. |
|---|---|---|
| Wallister | 161 Broadalbin | Banking |
| M. SENDERS & CO. | 435 N. 1st | Grain |
| E. E. Jenell | 427 N. 1st | Furniture |
| FORTMILLER FURNITURE CO. By Edwin Fortmiller | | |
| ST. FRANCIS HOTEL By W. H. Kirkpatrick | | |

| NAME | LOCATION | BUSINESS |
|---|---|---|
| F.M. Franch & Son<br>S.T. Franch | 314 W. 1st St. | Jewelers |
| BARTCHER FURNITURE CO.<br>B. Bartcher. | 415-421 W. 1st. | Furniture. |
| VAN [illegible] STATION<br>ALBA[illegible] -GON<br>[illegible]<br>N. Calvin | 412 West 1st | [illegible] |
| [illegible] & CO.<br>H. S. Stallcup<br>Albany Herald<br>Mabel J. Reagan<br>E. L. Tripp | 436 W. 1st St<br>426 W 1st<br>422 W 1st | Grocer<br>Rt. |
| WESTERN AUTO SUPPLY CO.<br>Glen Gilders | 414 W 1st | Auto Supplies |
| J. C. Bysick and Co.<br>by S. V. Hammett. | 410-12 W 1st st | Grocer |
| W A R [illegible]<br>[illegible]<br>D. S. Smith<br>[illegible] | St [illegible] Hotel<br>[illegible]<br>[illegible]<br>St. [illegible] | |
| V. L. Calavan Drugs | 1006 E. 2d St Albany, Ore | |
| Albany State Bank<br>Albany, Oregon | [illegible] Ellsworth St. Albany Ore | |
| R Kingsbury<br>W. E. Edwards<br>[illegible]<br>F. F. Stolen<br>Fred D. Ford<br>[illegible] | Fire Chief City Hall<br>1027 W 1st St Albany.<br>820 Elm St Albany Ore<br>620 E 5th Albany | |
| Geo D Ihle | Bench Bldg | Attorney |

| NAME | LOCATION | BUSINESS |
|---|---|---|
| J.M. French & Son<br>S.T. French | 314 W. 1st St. | Jewelers |
| BARTCHER FURNITURE CO.<br>B. Bartcher. | 415-421 W. 1st. | Furniture. |
| [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible]

| NAME | LOCATION | BUSINESS |
|---|---|---|
| Boma – Theodore | Globe Barber | Shop |
| H. F. McKown | 106 West 9th. | Traffic Officer |
| [illegible] | Linn Co Abstr Co. | |
| Mrs. J. Monteith | 543 W. 7th St. | |
| J. F. Nutting | 620 E. Lyon St. | |
| E. L. Nieder | Cor 2nd & Ferry | Laundry |
| Lo No Nieder | " " " | " |
| Albany Creamery | also 2nd & Main | Creamery |
| Van Nieder | 2nd & Main | Laundry |
| W. F. Harris | 2nd & [illegible] | Laundry |
| J. H. McDowell | 236 West 1st | Shoe Store |
| W. W. Barker | 431 Elm St. | Hardware |
| Geo. H. Grover | 1st & Broadalbin | Abstracter. |
| C. P. Wallace | First National Bk Bldg | Physician & Surgeon |
| A. K. McMahan | Weatherford Bldg. | Lawyer. |

To the State Highway Commission:

Now come the undersigned persons leasing and occupying store rooms and buildings in the City of Albany on the two blocks lying north of First Street and between Lyon and Broadalbin Streets and respectfully represent and show that to erect the bridge across the Willamette river on Ellsworth Street as now proposed will result in great damage and inconvenience to our occupancy of said property. The erection of said bridge will close both ends of the alley running into Ellsworth Street and effectually close said alleys for the delivery of merchandise, cord wood and supplies through the alley as is now done, and what is more serious will block up the ends of said alleys so that they cannot be used in taking in fire engines, hose carts and other fire fighting apparatus during times of fire. To block said alleys as proposed by said bridge will materially increase the fire hazard of our respective places of business, increase insurance rates and render our occupancy more inconvenient, and as to property located directly on Ellsworth Street will absolutely destroy it for the purpose now used or any other ordinary line of business.

We respectfully petition the Commission to either place said proposed bridge at grade on Ellsworth and Water Street or move the location of the same either to Washington or Calapooia Streets, buried at grade.

| NAME | STREET | BUSINESS |
|---|---|---|
| Albany Garage | Ellsworth St | Garage |
| J. H. Fitz | Ellsworth St | Real Estate & Insurance |
| F. W. Fransky | 113 W. 1st St | Harness, Tires & Sporting |
| Albany Auto Washing Co | 111 W 1st | Auto Repair |
| Brewer-Thurston Glass | Glass | Paints, Oils |
| Dutch and Gentry | 229 W First | Contractors |

...result in great damage and inconvenience to our occupancy of said property. The erection of said bridge will close both ends of the alley running into Ellsworth Street and effectually close said alleys for the delivery of merchandise, cord wood and supplies through the alley as is now done, and what is more serious will block up the ends of said alleys so that they cannot be used in taking in fire engines, hose carts and other fire fighting apparatus during times of fire. To block said alleys as proposed by said bridge will materially increase the fire hazard of our respective places of business, increase insurance rates and render our occupancy more inconvenient, and as to property located directly on Ellsworth Street will absolutely destroy it for the purpose now used or any other ordinary line of business.

We respectfully petition the Commission to either place said proposed bridge at grade on Ellsworth and Water Street or move the location of the same either to Washington or Calapooia Streets. bridge at grade

| NAME | STREET | BUSINESS |
|---|---|---|
| Albany Garage | Ellsworth St | Garage |
| J. L. Pike | Ellsworth St | Real Estate & Insurance |
| H. W. Fronsky | 113 W. 1st St | Harness, Tires & Supplies |
| Albany Auto Washing Co | 111 W 1st | Auto paint |
| Bruce & Churchill | Globe | Barber Shop |
| Dubach and Gentry | 229 W First | Contractors & Builders |
| Morgan & Watson | 211 W 1st | " " " |
| Bennett Bros | 121 W 1st | Dept. Store |

To the State Highway Commission:

Now come the undersigned persons owning property in the city of Albany adjacent to Ellsworth Street and north of First Street between Lyon and Broadalbin Streets and respectfully remonstrate and protest against the erection of the bridge across the Willamette river at Albany on Ellsworth Street as now proposed. We represent that to place said bridge on Ellsworth Street will result in great damage and practically confiscate property on both sides of said Ellsworth Street and will result in closing the alley serving the two blocks between Lyon and Broadalbin Streets. This alley is used for the delivery of merchandise to stores, wood and general supplies and these alleys are absolutely necessary to be used in time of fire and the proposed bridge will close the Ellsworth Street ends of these alleys, resulting in a greatly increased fire hazard and insurance rates, besides shutting off the use of the alley for ordinary purposes.

In view of the great damage to be done to the above mentioned property we respectfully protest and object to the construction of said bridge as now proposed and request that the said bridge either be converted into a grade crossing bridge or moved to a different location farther west, either on Washington or Calapooia Streets.

| NAME | STREET | FEET | BUSINESS USE |
|---|---|---|---|
| Albany State Bank | 1st street | 44 102 | Banking |
| Pete Paulus | 1st | 22 | Pool & Cigars |
| [illegible] | | [illegible] | [illegible] |
| [illegible] | | 44 | [illegible] |
| E Curt Barnett | | 90 | Back Entry Work |
| [illegible] | and | [illegible] | [illegible] |

To the State Highway Commission:

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| NAME | STREET | FEET | BUSINESS USE |
|---|---|---|---|
| Albany State Bank | 1st Street Ellsworth | 44 102 | Banking |
| Peter Paulus | | 22 | Pool & Cigars |
| J. F. Wyatt | | 44 | |
| [illegible] | | 44 | Theatre |
| E Kurt Barnett | | 90 | Brick Burned Block |
| J. J. & W. A. Barnett | alley | 67 | Warehouse & Pool |
| Globe Theatre Co | alley | 134 102 | Garage & Pool |
| C. H. Burggraf | | 66 | Theatre |
| P. [illegible] | | 102 | |

| NAME | STREET | FEET | BUSINESS USE |
|---|---|---|---|
| W H Zoller by Laura V. Slater | 1st T Ellsworth | 89 1/2 | Oil Station |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TO The Honorable Members of the
State Highway Commission of Oregon.

Gentlemen:

We, the undersigned residents and inhabitants of the City of Albany, Linn County, Oregon do hereby petition your Honorable body to retain the present bridge site on Ellsworth Street in the City of Albany, and we do further protest against any change, unless, the change is made to a point further east from the present proposed site.

H. H. Glover. Albany Ore
Henry Sneesens Albany
A. J. Hodges. 321 - Washington St. Albany Or
Leon H. Fish 104. W. 3rd st " "
D. W. Merrill 1134 Wash. St. " "
J. N. Johnson Albany Ore
[illegible] 705 [illegible] Albany, Ore
N R Adams 1317 W 1 St Albany Oregon
[illegible] 30x [illegible]
[illegible] Albany [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]

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H. H. Glover. Albany Or
Henry Smessens Albany
A. J. Hodges 321 - Washington St. Albany Or
Leon H. Fish 104 W. 3rd st " "
D. W. Merrill 1134 Wash. St. " "
J. N. Johnson Albany Or
F. K. Davis 701 E - 3rd Albany, Ore
N R Adams 331 W 1 St Albany Oregon
[illegible] 30x Ext.
[illegible] Albany Or
Jos. Groshong [illegible]
[illegible] [illegible] Or
W. E. Walker Albany Ore
[illegible] [illegible]
L L [illegible] Albany Ore.
A. S. [illegible]
C J Powell Albany Ore
Frank Smoteby [illegible]

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H. F. Glover. Albany Ore
Henry Suesens Albany
A. J. Hodges 321 - Washington St Albany Or
Leon H. Fish 104 W. 3rd st " "
D. W. Merrill 1134 Wash. St. " "
J. N. Johnson Albany Ore
J. R. Evans 705 - 3 Albany, Ore
R R Adams 331 W 1 St Albany Oregon
O R Edgar 304 [illegible]
Jos. Froehling Albany Ore
W E Walker Albany Ore
[illegible]
L L Butler Albany Ore
A S. Froehling [illegible]
C J Powell Albany Ore
Frank Snodderly Albany Ore

H. T. Hulbert Albany Ore
J. H. Miller
[illegible]
[illegible] Darling Albany
T. F. Christopher, Albany
C. H. Murphy Albany
[illegible] Albany Ore
M. L. Stetter
Wm Stetter
G. N. Post Albany Ore.
E. E. Richey " "
Ed Falk Albany Ore
Mrs Ed Falk Albany Ore.
Glenn W. Willard
M. Lane [illegible] Albany Ore
C. J. Kelly Albany Ore
L. M. Larkins Albany Ore.
J. R. Aylward Albany Ore.
Chas Macin " "
Jas. C. Cochran " "
Frank H Bryant " "
B. F. Kirk 442 West Fourth St
[illegible]

H. J. Hulbert Albany Ore
J. H. Miller 331 [illegible]
[illegible]
[illegible] Albany
[illegible] Albany
C. H. Murphy Albany
[illegible] [illegible]
M. L. Stetter
Wm Stetter
G. N. Post Albany Ore.
E. G. Bailey " "
Ed Falk Albany Ore
Mrs Ed Falk Albany Ore.
Glenn W. Willard
M. Lane 331 [illegible] Albany Ore
C. J. Kelly Albany Ore
G. M. Larkins Albany Ore.
J. R. Aylward Albany Ore.
Chas Machin " "
Jas C Cochran " "
Frank H Bryant " "
B. F. Kerk 442 West Fifth St
[illegible] [illegible]

| | |
|---|---|
| Anna Stella Ross | Albany Oregon |
| Miriam S. Richards | 11 & 2nd Albany Ore |
| W. A. Harris Lyon Lt | Albany Ore |
| Mrs S. A. Lathrop | Albany Ore. |
| H. T. Risdens | albany Or |
| Jack Curley | City Albany |
| Ernest Findlay | Albany Ore |
| Mary Findlay | Albany Ore |
| E. C. Hornback | 115 Albany, Ore |
| S. J. McDaniel | albany, ore. |
| G. O. Jacobs | Albany Ore |
| A Peterson | Albany Ore |
| Watson | Albany |
| G W Perry | Albany |
| Mr M. McAlpin | Albany |
| Mrs M. M. Alpin | Albany |
| Gertrude Leigh | " " |
| Mrs I. W. Conrad | albany |
| Mrs A. C. Lewis | Albany. |
| C Brandberry | Albany Ore |
| Geo Vanstron. | Albany Or |
| F H Bergman | Albany Ore |

| | |
|---|---|
| Emma Burnell | Albany. |
| Hugh McFaul | " " |
| C A. Vandrau | 9 x Lyon St Albany |
| Eugene Jaubert | 9 x Lyon Albany |
| J.M. Rathbun | 630 Baker St. |
| C. E. Polston | 624 Baker St |
| C.E. Showalter | 222 East 3rd St |
| Carolina J. Fish | 104 W. 3rd. st. |
| Mary C. Hodges | 321 Wash. St. |
| J W Hart | 104 Lyon st Albany |
| M M Hart | " " " |
| W.B. Ross | 101 Lyon st |
| H.E. Motter | 103 W. 1st st |
| W Tompkins | 337 E 5th St. |
| S.N Stigit. | 103 W 1st St |
| G.E. Hughes | 937 E. 7th St |
| Mat Hoffick | 327 W 12 st |
| A Wakeworth | 222 E- 1st St. |
| A.E. Bunt- | 605- E 3rd St |
| M.A. Klapoth | 1156 W. 9th St |
| H McDonough | 426 E 4th |
| C.H. Swan | 1014 E 4th St |
| Mrs Isbel Swan | 1014 E. 4th St. |
| Lee Evans | 314 E 2nd St |

| | |
|---|---|
| Nettie Cruise | 316 ½ S Albany Ave, |
| Castleman | Box E Ind 1 St |
| Louise Strudemeier | 213 Baker St Albany |
| H. Strudemeier | " " |
| M L Bilyeu | 224 Baker St albany |
| Mrs. H. M. Wolcott | 224 Baker St. Albany |
| Herman M Wolcott | 224 Baker St Albany |
| Mrs D E Olin | 190 East 3 Short Alley |

TO The Honorable Members of the
State Highway Commission of Oregon.

Gentlemen:

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Eastburn Bros. Albany Ore
W. A. Cox Albany Or
Asa Eastburn 532 Jackson St Albany
F. Alaister 1236 Mad St [illegible]
J. H. Bikman 140 W 4th St Albany Ore.
Mrs. N. A. Crawford 613 E. 7th St City
[illegible] Albany
E. H. Chamberlain Albany
Harry Bikman albany
J. A. Drake Box 338, Albany Ore
Woodworth Drug Co albany Ore
H Bert Rhoten 924 W 5 " "
[illegible] " "
[illegible] " "
Chas. Burger of 329 Ellsworth
John L. Sullivan 33[illegible]
J. H. [illegible] " " C.

Geo B Crawford Albany Ore A.P. Bldg. apt 4
W. Pollard " " 611 Washington St
F E Collins Albany
P C Anderson "
C. [illegible] "
Mrs Belyea Albany
E. May Albany Ore 136 Lyon st
Mrs E. J. May Albany Ore 136 " "
J. J. Newman Albany, Ore.
[illegible] Albany Or
[illegible] Albany Ore.
Harry Nelson Albany
J. Minto "
[illegible] " East
[illegible] J. Conn "
[illegible] Albany Oregon.
[illegible]
[illegible] East
[illegible]
[illegible]
[illegible]
Mrs. [illegible]
Ellen A. Morgan

| | | |
|---|---|---|
| A. J. Muller | 205 Jef. St | Albany |
| J. [illegible] Hilton | | Albany |
| [illegible] | | |
| ~~Albertson~~ | | |
| D. H. Patterson | 627. Ellsworth ~~St~~ | |
| M. C. Wilkinson | Albany Ore | |
| W. J. Patterson | Albany, Ore. | |
| Roy S Howes | Albany Ore. | |
| Edna Lauber | albany ore. | |
| W. Baile | Albany | 333 Jef. St. |
| J. H. Emmett | albany | [illegible] St, |
| Ethel H Emmett | | |
| H. T. Lee | Albany | 1210 & State St |
| C. E. Gladhart | albany | 815 & 1st St |
| Ellsandle | " | 1333 E 1st |
| Bruce Hunter | " | 1437 E. 1st. St |
| Laura Johnson | | 716 [illegible] 2nd |
| [illegible] | | [illegible] |
| [illegible] | " | [illegible] |
| H. W. Hunter | " | 332 Lyon St |
| G. F. White | " | 217. Lyon St. |

| | |
|---|---|
| [illegible] | [illegible] Calapooia St |
| Fred Hoffich | 730 Walnut St. |
| [illegible] | [illegible] |
| [illegible] | 719 E-3d |
| [illegible] | [illegible] |
| Leonhardt | 1221 Ferry |
| [illegible] | [illegible] |
| R W Fuller. | 235 Lyon St |
| Ben Mashler | 1139 & water |
| Laura Chambers | Albany |
| [illegible] | [illegible] |
| Cut James | 408 Ramsey |
| C G Randall | 208 E 7th St |
| L S Fox Hill | Albany Ore |
| [illegible] | [illegible] Albany |
| [illegible] | 208 [illegible] Baker |
| [illegible] | [illegible] |

Wm S. Risley. (Damn appeal to any change from the present site whatever)

230. West 10th st albany. Ore.

Fred Baker 1st Albany Or
1017 E 8th st albany
Or

Fred Baker Albany Ore.
132 E. 7th St.

E M Linden
Mrs B F Townsend
Mrs B F Townsend
Miss Allie Kample
Elsie Hachingwinth
J. G. Ronch

July 14th, 1924 PR 104A

Bureau of Public Roads,
New Post Office Building
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Albany Bridge, Federal Aid Project No. 104-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

BY

Office Engineer.

Dict. by J. W. DeSouza: TW

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 104 - A

ALBANY BRIDGE ON THE ALBANY-CORVALLIS HIGHWAY IN BENTON AND LINN COUNTIES

Salem, Oregon, July 14th, 1924.

| | | | | |
|---|---|---|---|---|
| 2,100 | cu.yds. | Excavation, above elev.172 | 2.50 | 5,250.00 |
| 1,800 | " | " below elev.172 | 11.00 | 19,800.00 |
| 800 | " | " " elev. shown | 5.00 | 1,000.00 |
| 15,000 | lin.ft. | Wood Piling | .45 | 6,750.00 |
| 110 | pieces | Concrete Piling | 50.00 | 5,500.00 |
| 2,000 | cu.yds. | Class "B" Concrete | 19.30 | 38,600.00 |
| 700 | " | Class "A" Concrete | 29.50 | 20,650.00 |
| 900 | " | Class "D" Concrete | 18.00 | 16,200.00 |
| 355,000 | lbs. | Metal Reinforcement | .06 | 21,300.00 |
| 18 | M FBM | Lumber | 22.00 | 396.00 |
| 1,850,000 | lbs. | Structural Steel | .0535 | 98,798.00 |
| 2,480 | lin.ft. | Concrete Handrail | 4.00 | 9,800.00 |
| 700 | cu.yds. | Gravel Fill | 1.00 | 700.00 |
| All Required | | Electric wiring | | 560.00 |
| | | | Sub-total | 245,304.00 |
| | | | 10% Engr. & Cont. | 24,530.60 |
| | | | Total | 269,834.60 |

State Funds available 104,867.33

Federal Aid Requested 164,967.27

269,834.60

Federal Aid Recommended _____

NOTED
J. S. SAWYER

Albany- Corvallis

Albany, Oregon May 27 1934

County Court Benton County

Corvallis, Oregon

Gentlemen;

Below find a description of right of way needed at north end of Albany Bridge. You will also need to arrange for about 4000 cu yds of borrow off the right of way either from hill about half a mile away or such other place as you judge best.

The Commission expects to let the contract for this bridge early in June and the Contractor will probably want to get on the ground right away. The grade should be made this summer and riprapped so we can pave next summer.

Youre Truly

Ed Cawlfield

Resident Engineer

Right of way at north end of Albany Bridge

A sixty foot strip of land across property of granter being thirty feet on each side of the surveyed center line of the Albany-Corvallis Highway and described as follows; Beginning on the bank of the Willamette River at Engineer s Station 8+80 which is 2553.5 feet south and 616.7 feet east of the North East corner of the A M Drinkwater D L C No 61 in T 11 S R 3 W, W.M. thence N8°59'W 498.1 feet; thence on 7° curve to left 887.5 feet; thence S82°16'W 387.8 feet to present County Road and there ending. This strip contains 2.44 acres in section 6 of T 11 S R 3 W.

Land is in name of Josephine Turrell% Beam Land Co

cc r Sawyer

PR#104A

May 21st, 1924.

102-1

PR#104-a

Mr. James Allen,
State Highway Engineer,
Olympia, Washington.

Attention M. R. H.

Dear Sir:

In compliance with the request in your letter of May 12th, we are pleased to send to you, under separate cover, a copy of the plans and specifications for the paving of the Section of state highway between Albany and Corvallis, as these plans and specifications were prepared for the information of prospective bidders. We are also sending therewith blue print copies of the tabulations of the bids received, and we are enclosing with this letter a copy of our estimate of cost.

Sand and gravel for the paving of the Albany-Corvallis Section is available at several points within a mile or two of the project, but most of the materials available require washing, and all of the sand available must be built up by the addition of manufactured sand. The contractor who received the award of the work is obtaining his sand and gravel at a point slightly over one-quarter of a mile from the project, at about Station 300. All of the materials are being washed, and approximately twenty per cent of the sand is a manufactured product. The grading of the natural sand is somewhat better than had been expected, as it had been anticipated that at least one-third of the sand would have to be manufactured. It is quite possible, of course, that the percentage will be increased over the twenty per cent now being used, before the work is completed.

We do not have means of ascertaining the exact price which the contractor is paying for cement, but it is, in all probability, within a few cents of $3.55 per barrel, f. o. b. Granger, which point is very near the center of the work and is the point to which the cement is being shipped, as the contractor is using the central proportioning plant plan of handling materials. The price of $3.55 per barrel includes sacks returnable at ten cents each, and is subject to a discount of five cents per barrel for cash payment. It is based upon a price of $2.95 per barrel f.o.b. the cement mill at Oswego.

For your further information, we might state that this particular piece of work is very desirable from the standpoint of contractors, and that it was let under conditions which made competition unusually keen. The low bidder, however, is one of the most careful and intelligent bidders that we have in the State, and a contractor who, for a number of years, has consistently handled his work at a profit. There is no reason to believe that he will not make a profit upon this project at the comparatively low price at which he has bid the work in.

If we have failed to supply all of the information desired, please do not hesitate to call upon us further.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW
Enclosure.

# STATE OF WASHINGTON
## HIGHWAY DEPARTMENT
### OLYMPIA

May 12, 1924.

Mr. Roy A. Klein, State Highway Engineer,
Salem, Oregon

Dear Sir:

Will you kindly forward to us a copy of the plans and specifications for Albany-Corvallis section of your highway that has been awarded for the construction of concrete pavement? We should also like a tabulation of bids received on this work and your estimate of cost, if the same is available.

Will you also kindly advise if the sand and gravel is taken from a local deposit or shipped in and the cost of cement f.o.b. factory?

Thanking you for your kindness in the matter, we are

Yours very truly,

James Allen

State Highway Engineer.

JA:MW
ERH

ANSWERED
S. H. Probert

CONTRACT #746,

SEE:

CONTRACT #631

32

746 SEE: Contract 631

CONTRACT # 746,
782,

PR 108-A Paulina Prairie-Lava Butte, Unit No. 2 1924-1926

746,782

#746-90a-2

March 24th, 1926.

Mr. H. H. Dearmond,
Lawyer,
Bend, Oregon.

Dear Sir:

In compliance with your request of the 20th instant, for a certified copy of the contract which was awarded to Bowers & Bowers for the construction of Unit 2 of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, and also a certified copy of the bond furnished by the contractor in connection with this contract, there is being mailed to you herewith such a certified copy.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

H. H. DE ARMOND
LAWYER
BEND, OREGON

March 20, 1926.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Section 2991 provides for the furnishing of a copy of a bond of contractor upon application being made supported by an affidavit. I presume these highway bonds are on file with the Commission.

William Foss of La Pine, furnished material to two sub-contractors on The Dalles-California Highway job for which notices have been filed with the Secretary of State as provided by law, and he is desirous of having copies of the bonds so that he can prepare his complaints for instituting suit. I am, therefore, enclosing herewith two affidavits and would request that you forward me a copy of the bond in each instance.

Thanking you, I am

Yours truly,

H H De Armond

HHD HG

STATE OF OREGON )
) SS
County of Deschutes )

I, William Foss, being first duly sworn, depose and say: That I am now and at all times herein mentioned have been engaged in the mercantile business at La Pine, Oregon, and that I did between the 12th day of September 1924, and the 16th day of Oct, 1924, furnish to Gene Raper, subcontractor under the Bauers & Bauers contract for the construction of Unit No.2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, certain goods and materials, which goods and materials were used in the construction of said highway by said contractors, and that the same to the amount of $192.86 has not been paid to this affiant.

William Foss

Subscribed and sworn to before me this 23rd day of March, 1926.

W. H. Drummond
Notary Public for Oregon

My commission expires January 6, 1929.

STATE OF OREGON )
) SS
County of Deschutes )

I, William Foss, being first duly sworn, depose and say: That I am now and at all times herein mentioned have been engaged in the mercantile business at La Pine, Oregon, and that I did between the 31st day of August, 1925, and the 7th day of Nov, 1925, furnish to Ike Zierolf and Cecil Hollinshead, doing business as Zierolf & Hollinshead, sub-contractors under the Bauers & Bauers contract for the construction of Unit No.2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, certain goods and materials, which goods and materials were used in the construction of said highway by said contractors, and that the same to the amount of $246.74 has not been paid to this affiant.

William Foss

Subscribed and sworn to before me this 23rd day of March, 1926.

Notary Public for Oregon

My commission expires January 5, 1929.

-9-108a

February 27, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith please find a copy of a notice of a claim which has been filed in the office of the Secretary of State by Wm. Fess, Bend, Oregon, it being his claim against Ike Zieroff and Cecil Hollinshead and also against subcontractor H. W. Sheerin under Bauers & Bauers in connection with their contract for the construction of Unit 2 Pauline Prairie-Lava Butte Section of The Dalles-California Highway which claim is in amount $246.74.

This notice is sent to you as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:JM
Ediphoned.

OQ 1089

February 27, 1926.

Bowers & Bowers,
Dayton, Washington.

Gentlemen:

Herewith enclosed please find copy of a notice of a claim of Wm. Foss against Ike Kieroff and Cecil Hollinshead and also H. W. Sheerin, subcontractors under yourselves for the construction of Unit 2 Pauline Prairie-Lava Butte Section of the Dalles-California Highway which claim is in amount of $246.74.

This notice is sent to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:JM
Enclosed.

#74 - 90.7 - 0.0

0.0 0.0 0.0 

DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

FEB 26 1926

February 25, 1926,

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from H. H. De Armond, Attorney at Law, Bend, Oregon, and filed on February 19, 1926, a notice of claim by William Foss for materials and provisions furnished to Ike Zieroff and Cecil Hollinshead, doing business as Zieroff & Hollinshead, sub-contractors under H. W. Sheerin, in the sum of $246.74 against the bond taken from Bauers & Bauers, principal, and the Aetna Casualty & Surety Co., surety, for the construction of Unit 2, Paulina Prairie-Lave Butte Section of The Dalles-California Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety

Kindly acknowledge receipt of the copies, and oblige

Yours very truly,

FILING DIVISION,

By M. J. Foss

H/L

H R C

FEB 26 1926

NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION, Salem, Oregon; DESCHUTES COUNTY, OREGON; BEND, OREGON; R. W. SAWYER, County Judge, J. H. INNIS, and GEORGE CHADWICK, County Commissioners of Deschutes County, Oregon; BAUERS & BAUERS, Contractors, Portland, Oregon, and H. W. SHEERIN, Sub-contractor, Bend, Oregon:

NOTICE IS HEREBY GIVEN, That the undersigned, William Foss, has a claim for materials and provisions furnished to Ike Zieroff and Cecil Hollinshead, doing business as Zieroff & Hollinshead, sub-contractors under the said H. W. Sheerin, in the sum of Two Hundred Forty-six and 74/100 Dollars ($246.74) against the bond taken from Bauers & Bauers, Contractors and principal, and the Aetna Casualty & Surety Co., surety, for the construction of Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, which work was completed on the 31st day of May, 1925; that one year has not elapsed since the completion of said work; that said materials and supplies were furnished by this claimant to said Zieroff & Hollinshead for use in and which were used in connection with the construction of said Highway, an itimized statement of which is hereto attached and made a part of this notice; that no part thereof has been paid.

WILLIAM FOSS

STATE OF OREGON )
) ss
County of Deschutes)

I, William Foss, being first duly sworn, depose and say that I am the claimant named in the foregoing Notice of Claim; that I have read the statement and the account thereto attached, and the same is a true and correct statement of my claim for materials and supplies furnished to Zieroff & Hollinshead in connection with the sub-contract on said portion of the said The Dalles-California Highway.

WILLIAM FOSS

Subscribed and sworn to before me this 17th day of February, 1926.

H. H. DE ARMOND
Notary Public for Oregon
My commission expires January 5, 1929.

SEAL

HOLICK & GIVEN

STATEMENT OF GOODS FURNISHED BY WILLIAM FOSS

TO

GENE RAPER

| | | | | | |
|---|---|---|---|---|---|
| 6 | Clevis | $1.50 | 1 | Shovel | $ 2.00 |
| 6 | ⅜x2½ Bolts | .30 | 2 | Crow Bars | 6.40 |
| 1 | ⅜x5 " | .08 | 2 | R. R. Picks | 2.70 |
| 2 | Joints Stovepipe | .70 | 2 | Pick Handles | 1.50 |
| 1 | tent, 14 x 16 | 56.75 | 1 | Wall Tent 12 x 16 | 46.80 |
| 6 | Single Trees | 9.00 | 2 | Towels | .50 |
| 6 | Dinner plates | 1.50 | 1 | Falling Wedge | 1.50 |
| 6 | Cups and Saucers | 1.20 | 1 | Sledge Handle | .75 |
| 2 | Veg. Dishes | 1.00 | 2 | Lbs. Horse Shoe Nails | .80 |
| 1 | Coffee Pot | .85 | 2 | lbs. 10d Nails | .14 |
| 6 | Pie Tins | .60 | 3 | Joints Steve Pipe | 1.05 |
| 1 | Lamp complete | 2.25 | 1 | Axe Handle | .75 |
| 1 | Quilt | 4.50 | 2 | Pr. Leather Shoestrings | .50 |
| 1 | Platter | .75 | 2 | 7" Files | .50 |
| 4 | Cold Shuts | .40 | 2 | Collar Pads 23" | 1.70 |
| 4 | Pr. Gloves | 1.40 | 1 | " " 20" | .85 |
| 1 | doz. ⅜ Washers | .10 | 2 | Shovels | 4.00 |
| 1 | Comforter | 4.50 | 6 | Single Trees | 12.00 |
| 1 | Wool Union Suit | 7.50 | 3 | lbs. Horse Shoes | 4.50 |
| 2 | Pr. Gloves | .90 | 1 | 5 lb. can Axel Grease | .80 |
| 1 | Shirt | 5.00 | | Total . . . . | $192.86 |
| 2 | Pr. Socks | 1.00 | | | |

ENDORSED:
File No. 505
Filed February 19, 1926, SAM A. KOZER, Secretary of State.

09-1082

February 26-28

Mr. Sam A. Kozer,
Secretary of State,
B U I L D I N G

Attention Mr. H. J. Haas - Filing Division

Dear Sir:

We have your letter of the 25th inst. enclosing three copies of the claim of William Foss against Gene Raper, sub-contractor under H. W. Sherrin, who is also a sub-contractor under Bauers & Bauers, in connection with their contract for the construction of Unit 2, Poulin Prairie-Save Butte Section of the Dalles-California Highway, which claim is in the sum of $192.86.

Please be advised that we are today mailing copies of this notice to the contractor and the surety on his bond.

Very truly yours,

R. A. KLEIN
State Highway Engineer
By

H. D. GLAISYER
Chief Clerk

HDG:FM

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
FEB 26 1926

February 25, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from H. H. De Armond, Attorney at Law, Bend, Oregon, and filed on February 19, 1926, a notice of claim by William Foss for materials and provisions furnished Gene Raper, sub-contractor under H. W. Sheerin, in the sum of $192.86 against the bond taken from Bauers & Bauers, principal, and the Aetna Casualty Co., surety, for the construction of Unit 2, Paulina Prairie-Sava Butte Section of The Dalles-California Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies, and oblige

Yours very truly,

FILING DIVISION,

By M. G. Isaac

H/L

delivered
H. B. G.

February 28-28

Aetna Casualty & Surety Co.,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find the claim of William Foss against Gene Raper, sub-contractor under H. W. Sheerin, who is also sub-contractor under Bauers & Bauers in connection with their contract for the construction of Unit 2, Paulina Prairie-Deva Butte Section of The Dalles-California Highway.

This claim is in the sum of $192.60. We are mailing this notice to you at the request of the Secretary of State, as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

R. A. KLEIN
State Highway Engineer
By

H. B. GLAISYER
Chief Clerk

HBG:FM
enc

February 26-28

Bauers & Bauers,
Contractors,
Dayton, Washington.

Gentlemen:

Herewith enclosed please find copy of a notice of claim of William Foss against Gene Raper, sub-contractor under H. W. Sheerin, who sub-contracted work under yourselves in connection with your contract for Unit 2 of Pauline Prairie-Sevenmile section of The Dalles-California Highway. This claim is in the sum of $192.88, and the notice is mailed to you at the request of the Secretary of State.

Very truly yours,

R. A. KLEIN
State Highway Engineer
By

H. B. GLAISYER
Chief Clerk

HBG:FM
enc

NOTICE OF CLAIM

RECEIVED
FEB 20 1926

TO STATE HIGHWAY COMMISSION, Salem, Oregon; DESCHUTES COUNTY, OREGON; BEND, OREGON; R. W. SAWYER, County Judge; J. H. INNIS and GEORGE CHADWICK, County Commissioners of Deschutes County, Oregon; BAUERS & BAUERS, Contractors, Portland, Oregon, and H. W. SHEERIN, Sub-contractor, Bend, Oregon:

NOTICE IS HEREBY GIVEN, That the undersigned, William Foss, has a claim for materials and provisions furnished to Gene Raper, sub-contractor under the said H. W. Sheerin, in the sum of One Hundred Ninety-two and 86/100 Dollars ($192.86) against the bond taken from Bauers & Bauers, contractors and principal, and the Aetna Casualty & Surety Co., surety, for the construction of Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, which work was completed on the 31st day of May, 1925; that one year has not elapsed since the completion of said work; that said materials and supplies were furnished by this claimant to said Gene Raper for use in and which were used in connection with the construction of said Highway, an itemized statement of which is hereto attached and made a part of this notice; that no part thereof has been paid.

WILLIAM FOSS

STATE OF OREGON )
) SS
County of Deschutes )

I, William Foss, being first duly sworn, depose and say that I am the claimant named in the foregoing Notice of Claim; that I have read the statement and the account thereto attached, and the same is a true and correct statement of my claim for materials and supplies furnished to Gene Raper in connection with the sub-contract on said portion of the said The Dalles-California Highway.

WILLIAM FOSS

Subscribed and sworn to before me this 17 day of February, 1926.

H. H. De ARMOND
Notary Public for Oregon
My commission expires January 5, 1929.

SEAL

STATEMENT OF GOODS FURNISHED BY WILLIAM FOSS

To

ZIEROFF & HOLLINSHEAD

| | | | |
|---|---|---|---|
| 10 lbs. Nuts, Washers | $1.50 | 1 lb. Rosin | .12 |
| | | 8 oz. Friction Tape | .35 |
| 10 3/4 Nuts | .40 | 2 lb. Nails | .14 |
| 1 Sledge | .75 | 2 5 gal. cans | 1.50 |
| 8 3/4x4 Bolts | .56 | 4 gal. Coal Oil | 1.00 |
| 2 3/4x6 " | .20 | 6 Bolts | .42 |
| 9 3/8 Cold Shuts | .45 | 54 gals. Gas | 12.96 |
| 3 ½ " " | .30 | 5 gal. Mobile Oil | 5.00 |
| 2 Lap Rings | .10 | 1 5/8x5 Mild Steel | 2.65 |
| | | (to have it cut) | .20 |
| 1 Double Tree | 2.65 | 24 7/16x1¼ Cap Screws | 1.20 |
| 2 Single Trees | 3.90 | 24 7/16 Hex Nuts | .70 |
| 2 Clevises | .70 | 53½ gals. Gas | 12.85 |
| 2 Bolts | .10 | 10 gal. Gas | 3.00 |
| 5 Gals. Gas | 1.50 | 1 Red 5 gal. Can | 1.50 |
| 6 Hack Saw Blades | .60 | 5 gal. Mobile Oil | 4.70 |
| 6 Bolts | .30 | 53½ gal. Gas | 12.84 |
| 15 lbs. Grease | 2.25 | 3 Hame Straps | 1.05 |
| 2 Bolts | .12 | 1 Box Rivets | .35 |
| 22 lbs. B. B. Chain | 3.80 | 1 Cold Shut ½ | .15 |
| 2 Single Trees | 3.90 | 2 " " 3/8 | .20 |
| 6 3/4 Cable Clamps | 1.20 | 660 ft. 7/8 Cable | 100.00 |
| 8 1-1/32 Nuts | .65 | 6 Cold Shuts | .76 |
| 1 ½x1/32 Hand Tap | .70 | 4 " " | .32 |
| 3 ft. Halter Chain | .36 | 62½ gals. Gas | 15.30 |
| 3 3/4 lb. Rope | 1.10 | 2 1" Elbows | .70 |
| 3 Simon spec. Files | 1.05 | 10 gal. Gas | 3.00 |
| | | 8 " " | 2.40 |
| 1 Can Neetsfoot Oil | .45 | Pail | .35 |
| 1 Horse Brush | .65 | 5 lbs. Nails | .35 |
| 2 Pr. Gloves | 3.00 | Gas and Oil | 22.44 |
| 1 Saw Set | 1.75 | | |
| 7 ft. 3" Leather Belt | 3.00 | Total .....$246.74 | |
| 1 3/16 Stock Drill | .25 | | |

ENDORSED:

File No. 504

Filed February 19, 1926, SAM A. KOZER, Secretary of State.

89 1052

H. H. DE ARMOND
LAWYER
BEND, OREGON

February 23, 1926.

RECEIVED
FEB 24 1926
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

I have your letter of February 18th acknowledging receipt of Notice of Claim of William Foss against Ike Zieroff and Cecil Hollinshead and Gene Raper in connection with a contract on The Dalles-California Highway.

I note you suggest that these claims should be filed with the Secretary of State. Please be advised that I did file a like Notice with the Secretary of State, but I sent you the copies for your records as a matter of information.

Yours truly,

H. H. DeArmond.

HHD HG

NOTED
H. E. CLARKE

February 19, 1926.

Bowers & Bowers,
Contractors,
Dayton, Washington.

Gentlemen:

This letter is to advise you that we have today received from Mr. H. H. DeArmond, lawyer of Bend, Oregon notice of the claims of Mr. William Fess against some of your sub-contractors, namely, Mr. Gene Raper, sub-contractor under H. W. Sheerin claiming the amount of $192.86 and Ike Zieroff and Cecil Hollinshead also sub-contractors under H. W. Sheerin, claiming the amount of $246.74.

Inspection of these notices reveals the fact that a copy of each was mailed to you at Portland, Oregon.

Very truly yours.

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:AP
Ediphone.

AC AC PQ-108a

February 19, 1926.

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This is to advise you as surety on the bond furnished by Bauers & Bauers in connection with state highway contract No. 746 for the construction of Unit 2 Paulina Prairie-Lava Butte Section of The Dalles-California Highway, that we have today received from Mr. H. H. D'Armond, lawyer of Bend, Oregon, copies of two claims which have been filed against this contract by Mr. William Foss.

One of these claims, William Foss against Gene Raper, subcontractor under H. W. Sheerin who subcontracted work under Bauers & Bauers. This claim is in amount $192.86; the other is Mr. Foss' claim against Ike Zieroff and Cecil Hollinshead subcontractors under H. W. Sheerin, also under Bauers & Bauers. This claim is in amount $246.74.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:AP
Ediphone

09-108a

9Pa-2

February 18, 1926.

Mr. H. H. DeArmond,
Lawyer,
Bend, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 16th inst., enclosing copies of the notice of claim of William Foss against Ike Zieroff and Cecil Hollinshead, also against Gene Raper in amount $204.74 and $192.86, respectively, in connection with their subcontract work under H. W. Sherrin, subcontractor, and Bowers and Bowers, contractors, in the construction of Unit 2 of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway.

We presume that you are filing this notice in compliance with Section 2991 of the Oregon Laws. If such is the case, we suggest that file notice of these claims with the Secretary of State instead of with the State Highway Commission as that is the procedure outlined in that section of the laws.

Following our usual practice in matters of this kind, we are today notifying the contractor, Bowers and Bowers, and the surety on his bond of the existence of these claims.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glairyer
Chief Clerk.

HBG:AP
Ediphone

H. H. DE ARMOND
LAWYER
BEND, OREGON

RECEIVED
FEB 19 1926
OREGON
STATE HIGHWAY COMMISSION

#746
Univ. Prairie to Bauers
Bauers & Bauers
Contractors

February 18th1926.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I am enclosing herewith Notice of Claim of William Foss for goods furnished to Ike Zieroff and Cecil Hollinshead in connection with a sub-contract under Bauers & Bauers, contractors for the State Highway Commission, on a portion of The Dalles-California Highway; and also a like claim for goods furnished to Gene Raper.

Yours truly,

H H DeArmond

HI D HG

ARCHIVES
H. B. C.

FEB 19 1926
Commission

# NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION, Salem, Oregon; DESCHUTES COUNTY, OREGON; BEND, OREGON; R. W. SAWYER, County Judge; J. H. INNIS and GEORGE CHADWICK, County Commissioners of Deschutes County, Oregon; BAUERS & BAUERS, Contractors, Portland, Oregon, and H. W. SHEERIN, Sub-contractor, Bend, Oregon:

NOTICE IS HEREBY GIVEN, That the undersigned, William Foss, has a claim for materials and provisions furnished to Gene Raper, sub-contractor under the said H. W. Sheerin, in the sum of One Hundred Ninety-two and 86/100 Dollars ($192.86) against the bond taken from Bauers & Bauers, contractors and principal, and the Aetna Casualty & Surety Co., surety, for the construction of Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, which work was completed on the 31st day of May, 1925; that one year has not elapsed since the completion of said work; that said materials and supplies were furnished by this claimant to said Gene Raper for use in and which were used in connection with the construction of said Highway, an itemized statement of which is hereto attached and made a part of this notice; that no part thereof

# NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION, Salem, Oregon; DESCHUTES COUNTY, OREGON; BEND, OREGON; R. W. SAWYER, County Judge; J. H. INNIS and GEORGE CHADWICK, County Commissioners of Deschutes County, Oregon; BAUERS & BAUERS, Contractors, Portland, Oregon, and H. W. SHEERIN, Sub-contractor, Bend, Oregon:

NOTICE IS HEREBY GIVEN, That the undersigned, William Foss, has a claim for materials and provisions furnished to Gene Raper, sub-contractor under the said H. W. Sheerin, in the sum of One Hundred Ninety-two and 86/100 Dollars ($192.86) against the bond taken from Bauers & Bauers, contractors and principal, and the Aetna Casualty & Surety Co., surety, for the construction of Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, which work was completed on the 31st day of May, 1925; that one year has not elapsed since the completion of said work; that said materials and supplies were furnished by this claimant to said Gene Raper for use in and which were used in connection with the construction of said Highway, an itemized statement of which is hereto attached and made a part of this notice; that no part thereof has been paid.

William Foss

STATE OF OREGON } ss
County of Deschutes }

I, William Foss, being first duly sworn, depose and say that I am the claimant named in the foregoing Notice of Claim; that I have read the statement and the account thereto attached, and the same is a true and correct statement of my claim for materials and supplies furnished to Gene Raper in connection with the sub-contract on said portion of the said The Dalles-California Highway.

William Foss

Subscribed and sworn to before me this 17 day of February, 1926.

W. K. Dale Arnold
Notary Public for Oregon
My commission expires January 5 1929.

## STATEMENT OF GOODS FURNISHED BY WILLIAM FOSS

## TO

## GENE RAPER

| | | |
|---|---|---|
| 6 | Clevis | $1.50 |
| 6 | ½x4½ Bolts | .30 |
| 1 | ½x5 " | .08 |
| 2 | Joints Stovepipe | .70 |
| 1 | tent, 14 x 16 | 36.75 |
| 6 | Single Trees | 9.00 |
| 6 | Dinner plates | 1.50 |
| 6 | Cups and Saucers | 1.20 |
| 2 | Veg. Dishes | 1.00 |
| 1 | Coffee Pot | .85 |
| 6 | Pie Tins | .60 |
| 1 | Lamp complete | 2.25 |
| 1 | Quilt | 4.50 |
| 1 | Platter | .75 |
| 4 | Cold Chuts | .40 |
| 4 | Pr. Gloves | 1.40 |
| 1 | doz. ½ Washers | .10 |
| 1 | Comforter | 4.50 |
| 1 | Wool Union Suit | 7.50 |
| 2 | Pr. Gloves | .90 |
| 1 | Shirt | 5.00 |
| 2 | Pr. Socks | 1.00 |
| 1 | Shovel | 2.00 |
| 2 | Crow Bars | 6.40 |
| 2 | R.R. Picks | 2.70 |
| 2 | Pick Handles | 1.80 |
| 1 | Wall Tent 12x16 | 46.80 |
| 2 | Towels | .50 |
| 1 | Falling Wedge | 1.50 |
| 1 | Sledge Handle | .75 |
| 2 | Lbs. Horse Shoe Nails | .80 |
| 2 | lbs. 10d Nails | .14 |
| 5 | Joints Stove Pipe | 1.05 |
| 1 | Axe Handle | .75 |
| 2 | Pr. Leather Shoestrings | .30 |
| 2 | 9" Files | .50 |
| 2 | Collar Pads 25" | 1.70 |
| 1 | " " 20" | .85 |
| 2 | Shovels | 4.00 |
| 6 | Single Trees | 12.00 |
| 5 | lbs. Horse Shoes | 4.50 |
| 1 | 5 lb. can Axel Grease | .80 |
| | Total . . . | $198.86 |

# NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION, Salem, Oregon; DESCHUTES COUNTY, OREGON; BEND, OREGON; R. W. SAWYER, County Judge, J. H. INNIS, and GEORGE CHADWICK, County Commissioners of Deschutes County, Oregon; BAUERS & BAUERS, Contractors, Portland, Oregon, and H. W. SHEERIN, Sub-contractor, Bend, Oregon:

NOTICE IS HEREBY GIVEN, That the undersigned, William Foss, has a claim for materials and provisions furnished to Ike Zieroff and Cecil Hollinshead, doing business as Zieroff & Hollinshead, sub-contractors under the said H. W. Sheerin, in the sum of Two Hundred Forty-six and 74/100 Dollars ($246.74) against the bond taken from Bauers & Bauers, Contractors and principal, and the Aetna Casualty & Surety Co., surety, for the construction of Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, which work was completed on the 31st day of May, 1925; that one year has not elapsed since the completion of said work; that said materials and supplies were furnished by this claimant to said Zieroff & Hollinshead for use in and which were used in connection with the construction of said Highway, an itemized statement of which is hereto attached and made a part of this notice; that no part thereof has been paid.

William Foss

STATE OF OREGON )
) ss
County of Deschutes )

I, William Foss, being first duly sworn, depose and say that I am the claimant named in the foregoing Notice of Claim; that I have read the statement and the account thereto attached, and the same is a true and correct statement of my claim for materials and supplies furnished to Zieroff & Hollinshead in connection with the sub-contract on said portion of the said The Dalles-California Highway.

William Foss

Subscribed and sworn to before me thi 17 day of February, 1926.

W. N. Ordemann
Notary Public for Oregon
My commission expires January 5, 1929.

STATEMENT OF GOODS FURNISHED BY WILLIAM FOSS

To

KIRKOFF & HOLLINSHEAD

| | | |
|---|---|---|
| 10 | lbs. Nuts, Washers | $1.50 |
| 10 | 3/4 Nuts | .40 |
| 1 | Sledge | .75 |
| 8 | 3/4x4 Bolts | .56 |
| 2 | 3/4x6 " | .30 |
| 9 | 3/8 Cold Shuts | .45 |
| 2 | ½ " " | .30 |
| 2 | Lap Rings | .10 |
| 1 | Double Tree | 2.65 |
| 2 | Single Trees | 3.90 |
| 2 | Clevises | .70 |
| 2 | Bolts | .10 |
| 5 | Gals. Gas | 1.50 |
| 6 | Hack Saw Blades | .60 |
| 6 | Bolts | .30 |
| 15 | lbs. Grease | 2.25 |
| 2 | Bolts | .12 |
| 22 | lbs. B.B. Chain | 3.00 |
| 2 | Single Trees | 3.90 |
| 6 | 3/4 Cable Clamps | 1.20 |
| 8 | 1-1/32 Nuts | .65 |
| 1 | ½x1/32 Hand Tap | .70 |
| 5 | ft. Halter Chain | .56 |
| 3½ | lb. Rope | 1.10 |
| 3 | Simon spec. Files | 1.05 |
| 1 | Can Neetsfoot Oil | .45 |
| 1 | Horse Brush | .65 |
| 2 | Pr. Gloves | 3.00 |
| 1 | Saw Set | 1.75 |
| 7 | ft. 3" Leather Belt | 3.00 |
| 1 | 5/16 Stock Drill | .25 |

| | | |
|---|---|---|
| 1 | lb. Resin | .12 |
| 8 | oz. Friction Tape | .55 |
| 2 | lb. Nails | .14 |
| 2 | 5 gal. cans | 1.50 |
| 4 | gal. Coal Oil | 1.00 |
| 6 | Bolts | .42 |
| 54 | gals. Gas | 12.96 |
| 5 | gal. Mobile Oil | 5.00 |
| 1 | 5/8x5 Mild Steel | 2.65 |
| | (to have it cut) | .20 |
| 24 | 7/16x1½ Cap Screws | 1.20 |
| 24 | 7/16 Hex Nuts | .70 |
| 53½ | gals. Gas | 12.85 |
| 10 | gal. Gas | 3.00 |
| 1 | Red 5 gal. Can | 1.50 |
| 5 | gal. Mobile Oil | 4.70 |
| 53½ | gal. Gas | 12.84 |
| 5 | Hame Straps | 1.05 |
| 1 | Box Rivets | .55 |
| 1 | Cold Shut ½ | .15 |
| 2 | " " 3/8 | .20 |
| 660 | ft. 7/8 Cable | 100.00 |
| 6 | Cold Shuts | .76 |
| 4 | " " | .32 |
| 62½ | gals. Gas | 15.30 |
| 2 | 1" Elbows | .70 |
| 10 | gal. Gas | 3.00 |
| 8 | " " | 2.40 |
| Pail | | .35 |
| 5 | lbs. Nails | .35 |
| Gas and Oil | | 22.44 |
| | Total . . . . | $246.74 |

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

February 8, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of final voucher for Oregon Federal Aid 108-A, Paulina Prairie-Lava Butte section, which is being returned herewith for correction.

It is noted you have requested 61.13673% on the grading and 62.25% on the surfacing. If this method was used it would be necessary to divide the units into their respective contract amounts which would allow a maximum of 61.13673% on $46,609.40 + 10% or $51,270.30; whereas you have used $54,042.36 and 62.25% on the surfacing of $48,010.04. This would decrease the Federal aid over the method indicated by the following which conforms to the P.S.& E. as approved.

By using the total cost of A + G, or $102,052.40 on the entire project, and the Federal aid as 61.13673%, then the total Federal aid allowable is $62,391.50, and it is our opinion this is the correct amount.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature] Acting.

Enclosure

OF 00 9 1052

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

January 27, 1926.

RECEIVED
JAN 28 1926
OREGON

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose one copy of revised estimate which was used as the basis of the modified agreement covering Oregon Federal aid project #108-A, Lava Butte-Allen Ranch section of The Dalles-California Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By
Acting

OREGON STATE HIGHWAY DEPARTMENT

PROJECT [illegible]-A

Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway in Deschutes County.
(Estimate as basis for modified agreement. Revised to include surfacing contract.)

Salem, Oregon, April 1, 1925

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and grubbing | | $ 7,800.00 |
| 84,000 | Cu.yd. | Common Excavation | .26 | 22,760.00 |
| 7,800 | Cu.yd. | Solid Rock Excavation | 1.40 | 10,920.00 |
| 60,000 | Sta.yd. | Overhaul | .06 | 3,600.00 |
| 180 | Lin.Ft. | 12" Plain Concrete Pipe | 1.65 | 297.00 |
| 350 | Lin.Ft. | 18" Reinf. " " | 3.00 | 1,050.00 |
| 80 | Lin.Ft. | 24" " " " | 4.28 | 342.40 |
| 18 | Cu.yds. | Class "C" Concrete | 30.00 | 540.00 |
| SURFACING | | | | |
| 5,525 | Cu.yds. | Top Course Surfacing | 3.15 | 20,583.75 |
| 4,525 | Cu.yds. | Base Course Surfacing | 3.15 | 20,583.75 |
| 3,975 | Cu.yds. | Filler | .40 | 1,590.00 |
| 25,000 | Yd. Mi. | Filler Haul | .25 | 6,750.00 |
| Sub-total | | | | 98,056.90 |
| 10% Engr. & Contg. | | | | 9,505.69 |
| Total | | | | 104,562.59 |

Length of Project 6.157 Miles

Cost per mile $16,982.72

Examined and Recommended For Approval.....
Date.....

State Funds Available $ 41,825.04

Federal Aid Requested 62,737.55 (60%)

$ 104,562.59

[illegible] UNIT PRICES NOT APPROVED FOR CE ACCOUNT CONDITIONS.

#746-9082-99089

STATE HIGHWAY COMMISSION

September 14, 1925.

The Aetna Casualty & Surety Company,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 746 for the construction of Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway in Deschutes County, consisting of 6.2 miles of grading, has been completed by the contractors, Bowers & Bowers and that final settlement will be made by the State with said contractors for work done under said contract on or after Sept. [illegible], 1925.

The State has been advised of numerous claims against this contract but assumes no responsibility for those that have been filed or that will be filed.

This notice is served upon you as surety on the bond furnished by above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleiger,
Chief Clerk.

Dict. by J. McFarland.

FORM 2A 27248 10M 8-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

PR# 108 A

The Dalles, Oregon
August 31 1925

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

ATTENTION: .....

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

In accord with our conversation on phone in connection with the item of clearing on final Estimate No. 9, Contract No. 746, Unit No. 2, Lava Butte-Paulina Prairie Section of The Dalles-California Highway, I am enclosing herewith, for your approval, two Extra Work Orders, made up in conformity with your request, which I believe will clear up this matter satisfactorly. If not please advise.

Yours very truly,

C. W. Wanzer
Division Engineer

By H. N. Hackett.
Office Engineer

HNH-vx
encl.

09-108a

DAVIDSON
227-W

August 25, 1925.

RECEIVED
AUG 26 1925
STATE HIGHWAY COMMISSION
OREGON

Messrs. Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Some months ago I wrote you concerning a bill for supplies furnished by William Foss to Hollingsead & Zierolf and Gene Raper, who were sub-contractors under H. W. Sheerin on the Dalles-California Highway on what is known as the Paulina-Lava Butte Section, Mr. Sheerin being a sub-contractor under Bauers & Bauers. The supplies furnished by Mr. Foss amount to several hundred dollars.

Since taking the matter up with you, Mr. Sheerin has made the proposal to Mr. Foss that he would pay what was actually used in connection with the contracts of these sub-contractors, but in the segregation has only allowed a very small percentage and Mr. Foss refused to take it. His offer was made six weeks ago.

I have notified Mr. Sheerin that we were willing to settle on a basis of the actual amount of supplies used by these contractors in connection with the work, but he ignores my letters. He lives right here in town and won't call up on the telephone or come in. This matter has been dragging a long time and unless something is done promptly we will have to resort to our legal remedy. I hope you will take this up with Mr. Sheerin or the general sub-contractors and see that he pays this claim.

Yours very truly,

W H Dellamond

HHD-O

CC: State Highway Commission
H. W. Sheerin

J. D. DAVIDSON

C. D. BROWN

THE DAVIDSON CO.

PHONE 222-W

MERCHANDISE

7 ill
Sheerin

Bend, Oregon,

August 19, 1925

Oregon State Highway Commission
Salem Oregon.

Gentleman:-

We have today received a check from Bauer & Bauer general contracters of Dayton Wash. payment in full of our claim under date of Aug. 6th 1925 Chatfield & Smith H.W.Sheerin sub , contracte .

Yours Very Truly.

The Davidson Co

By D.....

NOTED
H. B. GLADYE.

July 3, 1925.

Somers & Somers,
Dayton, Washington.

Gentlemen:

Herewith enclosed please find copy of letter and wire we have received from the Davidson Company concerning claim which they have against your contract which same is self-explanatory.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

EBG:lm
Encls.

CC 29-1084

July 3, 1925.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Bauers & Bauers in connection with contract No. 746 covering the grading of Unit 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, we have today received a letter from the Davidson Company of Bend, Oregon, in which they state they have a claim against H. W. Sheerin, subcontractor under Bauers & Bauers for groceries furnished in connection with the prosecution of this work.

We enclose a copy of their letter also wire we have received in this connection.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

EBG:LM
Encls.

09108a

July 3, 1925.

The Davidson Company,
Bend, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 1st inst. also your wire of the same date advising us of your claim against H. W. Sheerin.

In reply will say that Mr. Sheerin does not hold a contract with this department but presume your claim is in connection with a subcontract which he may hold under Bauers & Bauers in connection with the grading of Unit 2, Pauline Prairie-Lava Butte Section of The Dalles-California Highway, contract No. 786.

If this is the case will say that Bauers & Bauers the original contractors furnished a bond in connection with this contract for the purpose of protecting labor and material claims or any just debts, dues and demands incurred in connection with the contract whether incurred by themselves or any subcontractors or employees.

We have no way of passing on your claim but suggest that you file the same with Bauers & Bauers, Dayton, Washington, and also the surety on their bond, which in this instance is the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Yeon Building, Portland, Oregon, agents.

In the event that you do not secure satisfaction from the contractors or their surety you have recourse to action in the courts as provided by Section 2991, Oregon Laws.

In compliance with our usual practice in matters of this kind we are advising the contractor and surety of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. D. BROWN

THE DAVIDSON CO.

PHONE 222-W

MERCHANDISE

Bend, Oregon,

July 1, 1925

#146

State Highway Commission
Salem Oregon.

Gentleman:-

In explanation of wire sent you today, Messrs Chatfield & Smith had a contract on The Dalles Cal. Highway just south of Bend under Mr H.W.Sheerin contracter,

These men were given credit by us and when their contract was finished Mr Sheerin would not pay them but, advised them he must pay the bill himself as that was the ruling of the State commission.

We got in communication with Mr Sheerin and he assured us the bill was O.K. and he would take care of it, the last charge was May 16th amount of bill $46.71.

We wrote him some ten days ago (June 18th 1925 to be exact) and have had no reply, we attempted to call him on thephone and was advised his phone was disconnected.

We dislike appealing to you but it looks like our only hope.

Yours Very Truly.

The Davidson Co

By.....

P.S. G.G.Brown Sec. to The Desert Land Board will Identify Davidson

Return Card In C

ANSWERED H.B.G.

WESTERN UNION

# TELEGRAM

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| TELEGRAM | |
| DAY LETTER | BLUE |
| NIGHT MESSAGE | NITE |
| NIGHT LETTER | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on all-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT 145PR, M 15
437 STATE ST., SALEM, ORE.

BEND ORG 525PM JUL 1 25

STATE HIGHWAY COMMISSION

SALEM ORG

GROCERY BILL OKED BY H W SHEERIN CONTRACTOR ON THE DALLES CALIFORNIA HIGHWAY UNPAID LETTER FOLLOWING

THE DAVIDSON CO

535PM

NOTED
H. B. GLADYER

9,71-2
PR # 108-9

108-A

August 8, 1928

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

It is noted that on the final estimate of the Pauline-Prairie-Lava Butte Section, Unit #2, under Contract No. 748, the total amount of clearing and grubbing is shown as 102.8%; likewise, in a separate column is shown 11.27 Acres of Extra clearing and grubbing.

The original contract item of clearing and grubbing being bid on a lump sum basis, the Secretary of State will permit only the amount of this bid to be paid under the original contract. Consequently, it will be necessary to secure a written supplementary quotation from the contractor before payment for the additional work can be made.

Will you kindly give this matter your early attention that final payment will not be delayed.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

FORM 2A 87245 10M 8-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

09 1082

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
August 4, 1925

IN YOUR REPLY PLEASE REFER TO FILE NO. .....

ATTENTION: .....

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention of Mr. S. H. Probert

Dear Sir:

Enclosed herewith please find final Estimate of the Lava Butte-Paulina Prairie Section of the Dalles-California Highway in Deschutes County, which was recently returned to Mr. J. R. Mitchell for correction.

At the time this estimate was first rendered, July 7th, I requested that 3% be retained until such time as the contractors camp was cleaned up satisfactorily.

At this time everything has been cleaned up satisfactorily and I recommend that the full amount due the contractor on the final estimate be paid.

Yours very truly,

C. W. Wanzer
Division Engineer

By .....
Office Engineer

HNH-vc

July 2, 1926.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of a letter and notice of claim which we have today received from H. W. Ellis, U. S. Commissioner at Bend, Oregon, relative to the claim of S. P. Knutson against Bowers & Bowers in connection with their contracts for the grading of the Crittenden-Cow Canyon Section and Unit 2, Paulina Prairie-Lava Butte Section.

This notice is given you as you appear as surety on the bond furnished by Bowers & Bowers in connection with the above mentioned contracts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LK

cc. Bowers & Bowers, Dayton, Washington.

\#746- 00a-2 00108a

July 2, 1923.

Mr. H. C. Ellis,
U. S. Commissioner,
Bend, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 30th ult. enclosing notice of the claim of Mr. J. P. Kenison against Bowers & Bowers, McCall & Sheerin and H. W. Sheerin in connection with the grading of Unit 2, Paulina Prairie-Lava Butte Section and the grading of the Criterion-Cow Canyon Section, which claim is in amount $811.62. The two contracts above mentioned were both awarded to Bowers & Bowers, the first one being state highway contract No. 746 and the second state highway contract No. 790.

In connection with each of these contracts the contractor furnished a bond for the purpose of protecting labor and material claims and all just debts, dues and demands. Due to the fact that we have no way of passing upon these claims we can offer no advice other than to suggest that you take the matter up with the surety on the bond furnished by the contractor in each instance. It so happens that the surety on the bond of each of these contracts is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Building, Portland, Oregon, are local agents.

In the event that you do not secure satisfaction you have recourse to action in the courts.

Following our usual practice in matters of this kind we are calling this claim to the attention of the surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LK

H. C. ELLIS
U. S. COMMISSIONER
BEND, OREGON

June 30, 1925

#746

State Highway Commission,

Salem, Oregon.

Gentlemen:-

Mr. S. P. Kenison of this City has placed in our hands for collection, his claim against Messrs. Bauers and Bauers, Contractors, on the so-called Criterion-Cow Canyon Section of The Dalles-California Highway, for an agreed balance of $1,253.06; also, his claim for a balance of $811.62 for work on the so-called Paulina Creek-Lava Butte Section of The Dalles-California Highway, all in accordance with the itemized bill hereto attached.

#709 final. Unit 2 Prairie #746 final

Kindly see that proper steps are taken at once to the end that Mr. Kenison may secure a speedy adjustment of the balance due him.

Yours respectfully,

STADTER & ELLIS

By H. C. Ellis

HCE-BB.
Enc.

H.B.G.

Bend, Oregon, June 25, 1925

State of Oregon( operating by and through the Oregon State Highway Commission),
Messrs. Bauers and Bauers,
McCall and Sherrin and H. W. Sherrin, Dr.,

To S. P. Kenison.

| | | |
|---|---|---|
| Agreed balance due from McCall & Sherrin on the Criterion-Cow Canyon Section of The Dalles-California Highway- - - - - - - - - - - - - - - - - - - - - - | | $1,253.06 |
| Amount due Kenison under engineer's estimate from H. W. Sherrin on Paulina Prairie-Lava Butte Section of The Dalles-California Highway- - - - - - - - - | | $4,942.89 |
| Total amount of advances to Kenison claimed by Sherrin- - - - - | $5,172.64 | |
| Less overcharges and credits claimed by Kenison(not allowed by Sherrin) as per itemized list below- - - - - - - - - - - - - - | $1,041.37 | $4,131.27 |
| Balance due- - - - - - | | $ 811.62 |

| | |
|---|---|
| Overcharge on Anton Aune hay bill- - - - - - - - - - - - - - - - - - | $ 63.30 |
| Actual expenses, lost time, men, team and outfit 12 days- - - | 390.00 |
| Interest charge- - - - - - - - - - - - - - - - - - - - - - - - - - | 81.25 |
| Overcharge for powder- - - - - - - - - - - - - - - - - - - - - - - | 49.20 |
| Interest charge- - - - - - - - - - - - - - - - - - - - - - - - - - | 28.39 |
| Check advanced- - - - - - - - - - - - - - - - - - - - - - - - - - - | 10.00 |
| Powder hauling- - - - - - - - - - - - - - - - - - - - - - - - - - - | 3.50 |
| Interest charge- - - - - - - - - - - - - - - - - - - - - - - - - - - | 14.08 |
| Blacksmithing and material- - - - - - - - - - - - - - - - - - - - - | 5.75 |
| Cutting wood for bunk house- - - - - - - - - - - - - - - - - - - - - | 103.00 |
| Board bill not credited- - - - - - - - - - - - - - - - - - - - - - - | 43.20 |
| Grocery bill not credited- - - - - - - - - - - - - - - - - - - - - - | 32.30 |
| Horse Hire- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 52.00 |
| Balance Board Bill for Sherrin- - - - - - - - - - - - - - - - - - - | 62.40 |
| Clearing for Sherrin- - - - - - - - - - - - - - - - - - - - - - - - | 22.00 |
| Freighting Horse Feed from Bend- - - - - - - - - - - - - - - - - - - | 42.00 |
| Hauling Rock- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 9.00 |
| Sixty (60) hours hauling water for Sherrin with truck & outfit. | 30.00 |
| | $1,041.37 |

H. D. Whitcomb
Chief Clerk.

HDW:LM

#746-9

June 17, 1925.

Mr. H. H. Belmond,
Lawyer,
Bend, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 16th inst. concerning the claim of Mr. William Foss in amount $500 against Hollinshead & Zieroff and Mr. Roper who did some work for Mr. Sheerin subcontractor under Bauers & Bauers for the grading of Unit No. 2, Paulina Prairie-Lava Butte Section of The Dalles-California Highway.

In reply will say that claims for labor and material in connection with any state highway contract are protected by a bond which is furnished by the successful contractor in each instance. This bond is a surety bond underwritten by a surety company authorized to do business in the State of Oregon. In the particular instance at hand this company is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are local agents. Their address is Yeon Building, Portland, Oregon.

Due to the fact that we know nothing about this claim we have no way of ascertaining this information therefore we are not in a position to do anything toward its collection. Following our usual custom in matters of this kind we are today advising the surety company and Bauers & Bauers, original contractors, of the existence of the claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

H. H. DE ARMOND
LAWYER
BEND, OREGON

June 16, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Hollinshead & Zieroff and a Mr. Raper were contractors under Bauers & Bauers on The Dalles-California Highway near La Pine. Sheeren was the immediate man or contractor over my clients. This was in grading and clearing and the boys lost money. They claim they never drew any money at all from Mr. Sheeren and that their time was thrown away. They did contract bills, however, in connection with the work, one of which is owing to Mr. William Foss who furnished goods and supplies to them, totalling about $500.00, which has not been paid.

I am advised that in some instances the Commission has required the contractors to pay these bills, and I would be pleased to have the Commission write me what its attitude will be in connection with this claim.

Yours truly,

H H Dearmond

HHD HG

#746
prod. unit 2 Pauline Prairie - Lava Butte
action Co. - Jess Co.

09-108a

June 17, 1925.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of a letter we have today received from H. H. De Armond, Lawyer of Bend, Oregon, relative to the matter of the claim of Mrs. William Rose against Hollinshead and Zieroff and a Mr. Raper who were employed on the grading of Unit No. 3, Powlina Prairie-Lava Butte Section of the Dalles-California Highway, highway contract No. 748 awarded to Bowers & Bowers.

This information is given you as you appear as surety on the bond furnished by Bowers & Bowers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

June 15, 1925.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

Your request for an extension of time on contract No. 746, Pauline Prairie-Lava Butte Section, was considered at the meeting of the Highway Commission on May 29th and the following action was taken:

"Bauers & Bauers, contract No. 746, Unit No. 2, Pauline Prairie-Lava Butte Section, requested an extension of time to June 10, 1925. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by Commission".

Very truly yours,

State Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

June 15, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #108-A, Paulina Prairie-Lava Butte section of The Dalles-California Highway. We enclose one copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By W. M. Davis
Acting

#11

OPO

Oregon Federal Aid Project No. 108, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 25, 1924, by the State Highway Commission of Oregon, and on October 21, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 108, Section A; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said Section A of said project, to provide for the construction of a broken stone surface over the entire length of the project, and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $51,270.34 to $104,562.19, and that the Federal funds approved and set aside to the credit of said Section A be increased from $31,345.00 to $62,737.55:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified th the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of sixty-two thousand, seven hundred thirty-seven and 55/100 dollars ($62,737.55) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States prorata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of sixty-two thousand, seven hundred thirty-seven and 55/100 dollars ($62,737.55), certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of one hundred four thousand, five hundred sixty-two and 29/100 dollars ($104,562.29), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of April, 1925, and the Secretary of Agriculture on the 3rd day of June, 1925.

STATE HIGHWAY COMMISSION OF OREGON

By W P Kuhn
Chairman, State Highway Commission

By H B VanDyke
Member, State Highway Commission

By W H Malarkey
Member, State Highway Commission

R. F. Newell
Acting Secretary of Agriculture

WMS

FOR ALACRITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112.

Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 405+38.6 at the north end of Federal Aid Project No. 87, and survey station 732+52 at Lava Butte about 9 miles south of Bend,

locally known as the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Deschutes County, being Section A of Oregon Federal Aid Project No. 108 as approved by the Secretary of Agriculture on July 8, 1924, and designated in the records of this Department as Project No. Section A of 108 of the State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 104,562.59 Section A of in lieu of the $81,345.00 approved by Certificate of Oct. 21, 1924, as the total estimated cost of said project, and the sum of $ 62,737.55 as the share of the United States, payable under said acts on account of such project, which does not exceed Section A of 61.15673 per cent of said total estimated cost.

Done at the city of Washington, this 3rd day of June one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4829

Form No. 39.

Medford

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date ..... 1925

Job Name ..... Week from ..... to .....

Mail Address .....

Highway .....

Telegraph or Telephone Address .....

County ..... Job Prefix .....

Express and Freight Address .....

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

This job completed June 15th

Signed .....

Title .....

(See back of this sheet for instructions and detailed information.)

Form No. 39.

OG 1082

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* ..... 2 .....

*Contractor's average force for week* .....men,

.....teams, .....steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* .....men,

.....teams, .....trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* .....men,

.....teams, .....trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

Form No. 39.

PQ 1082

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date June 13th, 1935

Job Name Pauling Prairie - Lava Butte Sec

Week from 6th to 13th

Highway The Dalles - Cal

Mail Address Bend

County Deschutes Job Prefix 9 PA "2

Telegraph or Telephone Address

Express and Freight Address Bend

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

This job is practically completed all cuts are completed and it will possibly take two to three days of finishing to mind up the job

On the 11th Mr Wanzer, Scott Bauers and Sheerin went over line on classification

Weather during week clear & cold

NOTED
J. W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed S. R. Mitchell

Title Res Engr

## GRADING CONSTRUCTION

*Total miles of grading on project* 6.2

*Miles completed* 6.2

*Miles completed except finishing* 6.2

*Miles covered by contractor's forces*

*Miles cross-sectioned*

*Miles cross-sections completed and checked*

*Miles to be remeasured*

*Number men in Engineering Party* 2

*Contractor's average force for week* 14 men,

9 teams, steam shovels

*Grading work will be completed about* June 17th

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project*

*Miles completed*

*Miles partially done*

*Average daily yardage placed this week*

*Average daily yardage necessary to complete on time*

*Contractor's average force for week* men,

teams, trucks

*Percentage of total required yardage now in place*

*Surfacing will be completed about*

*Number men in Engineering Party*

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed*

*Miles of preliminary staked*

*Miles of location staked*

*Per cent of field work complete*

*Per cent of office work complete*

*Number of days worked on this project*

*Number of men in party*

*Salary expense this week*

*All other expense this week*

*Previous total expenditure this survey*

*Total expenditure including this week*

*Survey will be completed about*

*Completed survey will cost about*

*Per mile cost of survey will be about*

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project*

*Miles paving completed*

*Average daily sq. yds. this week*

*Miles shoulders completed both sides*

*Contractor's average force for week* men,

teams, trucks

*Percentage of total required yardage now in place*

*Job will be completed about*

*Number men in Engineering Party*

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 9 PA * 2 *Percentage* 75

*Other job* 9 PA * 1 *Percentage* 25

*Other jobs* *Percentage*

*Other jobs* *Percentage*

# BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-309 YEON BUILDING

PORTLAND, OREGON

PAUL C BATES
H V LIVELY
W E PEARSON

June 12, 1925

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We acknowledge receipt of your favor of the 10th instant relative to a letter which you received from Fred L. Mahn of Lapine, Oregon, regarding his claim which he has against H. W. Sheerin.

We are today taking this up with Bauers & Bauers, General Contractors on this work.

Yours truly,

BATES LIVELY & PEARSON

By M. L. Little

MLL:MG

June 10th, 1925.

The Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

We are today in receipt of a letter from Mr. Fred L. Hahn of Lapine, Oregon, in which he states that he did certain work for a man by the name of O. W. Roper, who was in the employ of Mr. H. W. Sheerin, subcontractor under Bowers & Bowers for the construction of Unit 2 of the Tualatin Prairie-Dawn Butte Section of The Dalles-California Highway, State Highway contract #986. The amount of Mr. Hahn's claim is $10.80, and is for certain hauling done from Mr. Roper.

This notice is given you as you appear as surety on the bond furnished by Bowers & Bowers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

#7465 0a-2

June 10th, 1925.

Mr. Fred L. Malm,
Lapine, Oregon.

Dear Sir:

We acknowledge the receipt of your letter of the 9th instant, enclosing copies of two letters which you wrote to Mr. H. W. Shearin, sub-contractor under Bowers & Bowers, submitting your claim for services rendered in the amount of $10.30.

In reply will say that we are not in a position to pass upon your claim, but would suggest that you take the matter up with the surety on the bond furnished by Bowers & Bowers in connection with this contract. The bond furnished by Bowers & Bowers was for the purpose of protecting all labor and material claims, and the surety on this bond is equally responsible for claims as the contractor no matter whether they were incurred by the contractor himself, or by his agents.

The surety on the bond in this particular instance is the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents, Yeon Building, Portland, Oregon. The name of the particular project is grading Unit #2 of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, State Highway Contract #746.

We are today advising the surety company of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

Unit #2 Deschutes Project from Bulletin #746

Skeleton con. Co.

Lapine, Oregon.
June 9-1925.

State Highway Commission,
Salem, Oregon.

Dear Sirs:- I am enclosing copies of two letters which I have sent to Mr. H. N. Sheerin who is in charge of the highway work being done for six or seven miles south of Lava Butte in Deschutes County under Bauers & Bauers contract.

Mr. Sheerin has made no reply to these letters and I will be very glad if you can give me some information in regard to my getting the amount due me if this is within your jurisdiction.

Thanking you, I am.

Very truly yours.
Fred L. Mahn

Lapine, Oregon.
Mar. 28th 1925.

Mr. H. N. Sheerin.
Contractor.
Bend, Oregon.

Dear Sir:- On Sept 20th 1924 I hauled 340# of hay and grain from Bend to Harper for D. N. Raper and on Sept 22nd 1924 I hauled 3125# of hay and grain which was unloaded near the old highway where the road turns off to go to his camp.

This was also hauled from Bend and all was arranged for by Mr. Raper although I do not know if he had a requisition from you for it or not.

About Feby 10th 1925. I hauled 4 large sleds from along the old highway near the Lava River Cave sign to Bend for Mr. Raper. He had brought them out from his camp to be taken to Bend to be repaired.

I have not received pay for any of this hauling and there is due me $1.00 for the first item, $7.80 for the second and $1.50 for the third, making a total of $10.30.

When you asked me to do some hauling for you once last fall you instructed me to send you my bill at the end of each month and you also asked me if there was anything due me for hauling done for sub-contractors up to that time. I mentioned that Mr. Rapa owed me $8.80 for hauling the hay and grain and you said for me to collect it from him.

He promised to pay me this about Dec. 25 1911 as he said he would have some money coming then on his contract but he did not pay me anything and I understand that he did not receive any money.

Since Mr. Rapa is dead I will ask you to kindly make arangements to pay me the amount due for this hauling and will be glad to hear from you in regard to the matter.

Very truly yours,
Fred L. Mahin.

Lapine, Oregon.
May 18-1925.

Mr. H. N. Sheerin,
Bend, Oregon.

Dear Sir:- On Mar 28-1925 I wrote to you in regard to the payment of a bill of $10.30 for hauling done for Mr. G. N. Roper while he was located on the highway south of Lava Butte where he had a contract for grading from you.

As yet I have not heard from you in regard to this and I will appreciate a letter in the very near future stating just what action you have taken or intend to take in the matter.

Very truly yours,
Fred L. Mahn.

This letter was sent by registered mail

(Pg 1054

[redacted] VETERANS STATE AID COMMISSION

June 10th, 1925.

Emmert & Somers,
Dayton, Washington.

Gentlemen:

We have today received from Mr. Fred L. Klein of Lapine, Oregon, his claim in amount of $10.50, against Mr. H. W. Sheerin, for certain hauling work done by him for one of Mr. Sheerin's employees by the name of G. W. Roper. This work was done in connection with the contract for the construction of Unit 2 of the Pauline Prairie-Sova Butte Section of The Dalles-California Highway, State Highway contract #746.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/ew

WALTER M. PIERCE, Governor, Chairman
SAM A. KOZER, Secretary of State
GEORGE A. WHITE, Adjutant General
W. C. CULBERTSON, Seward Hotel, Portland, Oregon
EDWARD P. BAILEY, Attorney at Law, Junction City, Oregon

W. P. SIMPSON,
SECRETARY

STATE OF OREGON
WORLD WAR VETERANS STATE AID COMMISSION
SALEM

IT IS IMPORTANT THAT YOU MENTION
No. Loan 4942
IN REFERRING TO THIS CORRESPONDENCE. Shaw

June 4th
1 9 2 5

Mr. H. B. Glaisyer, Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Acknowledgment is made of your letter of June 3rd, 1925 enclosing a copy of a letter from the Surety Company in connection with the above numbered loan.

Please accept my appreciation of the efficiency and kind co-operation which you have extended in this matter.

Sincerely yours,

William A. Ard

Special Representative
of the Commission

WAA:JM

PQ 1082

June 8, 1926.

Major William A. Ayer,
c/o Bonus Commission,
Salem, Oregon.

Dear Sir:

Herewith enclosed please find letter we have today received from Bates, Lively and Pearson, surety on the bond furnished by Bowers & Bowers in connection with state highway contract No. [illegible], with further reference to the matter of the claim of Mr. C. G. Shaw against H. W. Sheerin, subcontractor under Bowers & Bowers, which is self-explanatory.

From the information given in this letter it appears that Mr. Shaw's claim has been satisfactorily adjusted.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

09-1058

June 3, 1925.

Bates, Lively & Pearson,
General Insurance Agents,
300-309 Yeon Building,
Portland, Oregon.

Attention Mr. M. V. Lively

Gentlemen:

We wish to thank you for your letter of the 2nd inst. advising us of the status and adjustment of the claim of C. G. Shaw against H. W. Sherrin, subcontractor under Demers & Demers in connection with contract No. 746.

In the event that it comes to our knowledge that the claim has not been satisfactorily adjusted we will be glad to so inform you as per your request.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

...TES, LIVELY & PEARSON
GENERAL INSURANCE AGENTS
300-308 YEON BUILDING
PORTLAND, OREGON


June 2, 1925.


GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE


Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Referring to yours of May 20 in connection with the claim of C. G. Shaw against H. W. Sherrin, a subcontractor under Bauers & Bauers upon contract No. 746, we are just in receipt of advices from Mr. Bauers to the effect that they have advanced sufficient money to take care of Mr. Shaw's claim. We presume by that that the payment was either made direct to Mr. Shaw or by Bauers & Bauers to Sherrin with instructions to turn it over to Mr. Shaw.

Should there be anything further on this matter showing that Mr. Shaw has not yet received his money, be kind enough to advise us.

Very truly yours,

BATES, LIVELY & PEARSON,

By

KVL/m

09108

May 28, 1925.

Colonel William A. Aird,
c/o State Bonus Commission,
Salem, Oregon.

Dear Sir:

With further reference to the matter of claim of C. G. Shaw against H. W. Sheerin, sub-contractor under Remers & Remers to whom was awarded the contract for Unit 2, Pauline Prairie-Lava Butte Section of The Dalles-California Highway, we submit herewith for your information copies of letters that we have received from the bonding company and from Remers & Remers.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Cleiwyer,
Chief Clerk.

HEG:LH
Encls.

...TES, LIVELY & PEARSON
GENERAL INSURANCE AGENTS
300-308 YEON BUILDING
PORTLAND, OREGON


May 21, 1925.


GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE


Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In re Bauers & Bauers

We are in receipt of yours of the 20th, referring to the claim of C. G. Shaw against H. W. Sheerin, sub-contractor under Bauers & Bauers.

This is a matter which of course will have to be fully determined by Mr. Bauers and we will send a copy of your communication to him with a request that he give it his personal attention. If it is a just and proper claim against Mr. Bauers we do not doubt but what it will be taken care of.

Very truly yours,

BATES, LIVELY & PEARSON,

By K V Lively

KVL/m

Mr.H.W.Sheerin. May 21,1925

Bend,Oregon.

Dear Sir;-

We are enclosing herewith a letter received from the department at Salem,concerning the account of Mr Shaw, which is self explanatory.

You will kindly investigate this matter at once, and if Mr Shaw has any work completed on which he has not received payment,please make immediate advance thereon,whether the same is due and payable under his contract or not.

If you find that Mr Shaw has no money earned, but is in destitute condition,kindly advance to him sufficient funds to relieve his circumstances and charge the same to Bauers and Bauers on your accounts.

Thanking you for your prompt attention to this matter,we are,

Sincerely yours,

Bauers & Bauers

By

C B
cc H B Claisyer

NOTED
H. B. CL...

GEO. F. PRICE

**BAUERS & BAUERS**
GENERAL CONTRACTORS
DAYTON, WASHINGTON

State Highway Engineer May 21,1925

Salem,Oregon,

Gentlemen;- Attention Mr Glaisyer.

We acknowledge receipt of your letter of the 20th,in the matter of Mr C G Shaw,and are enclosing a copy of our instructions to Mr Sheerin concerning it.

Our records show that Mr Shaw and a Mr Davis have a subcontract on the Paulina Prairie to Lava Butte section covering a part of the clearing and grubbing,as stated in your letter,but the subcontract is a lump sum contract in the sum of $247.00. Therefore we cannot see how Mr Shaw can have $500.00 due on it.

While the bond obligations under a highway contract are very clear,and the provisions of the bond have been interpreted by the Supreme Court on many occassions,yet some of the claims filed under the bond are comic,and others very serious. Usually claims are filed for questionable charges,for no contractor likes to have them filed,and will make every effort to pay all legitimate bills to avoid the filing of claims.He can be certain that a claim will be filed for any bill that he may question,whether the same is legitimate or not,for the general public seem to beleive that any claim can be collected thru the highway commission if it can be filed.

As instances of our experience,which does not differ from that of other contractors engaged in highway work, we have had a claim filed from Sherman county,among the items of which was a piano,household furniture,and an outfit of children's clothes;one in Grant county covering barn rent and hay which

GEO. F. PRICE

**BAUERS & BAUERS**
GENERAL CONTRACTORS
DAYTON, WASHINGTON



according to the affidavit of the subcontractor, was furnished to him one year before he commenced operations on our contract; one in the same county covering loss of a horse cut in the wire of his owners fence when the owner had been paid for the same fencing by the county, and the fence being not being included in our contract; another covering two dresses, a dozen pairs of ladies silk hose and two pairs of ladies shoes; one covering repairs to machinery not in use on the contrac t, etc.

When any claim is filed with the highway department, the bonding company is notified, and they, to protect themselves, insist on the contractor's prompt payment. To avoid trouble, and distrust of the people of the community in which he is working, the contractor usually pays the claim, if the amount is not too high.

We do not wish to say that the claim of Mr Shaw is incorrect untill we investigate, the fact that your letter states the amount as $500.00, and our records show him to have a 50 % interest in a contract calling for $247.00, gives it the appearance of another wild one.

Sincerely yours,

Bauers & Bauers

By Carl Bauers

May 20th, 1925.

Brown & Brown,
Contractors,
Dayton, Washington.

Gentlemen:

Colonel William A. Aird, Special Representative of the World War Veteran's State Aid Commission, has called our attention to a letter that he received from Mr. G. G. Shaw, world war veteran of Bend, Oregon.

Mr. Shaw states that he has a claim against one of your sub-contractors by the name of H. W. Sheerin in connection with the clearing, grubbing and grading of a portion of the contract that was awarded to you by the Highway Commission for the construction of Unit 2 of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway.

Colonel Aird advised that he has made a personal inspection of this case, and he finds that Mr. Shaw is a family man and is in destitute circumstances. It appears that the work upon which Mr. Shaw was employed has been completed for sometime, but that his repeated requests for settlement with Mr. Sheerin are ignored. We do not know the exact amount of the claim, but think it is in the neighborhood of $500.00.

Due to the fact that you are the original contractors on this project, the State Highway Commission will look to you for a satisfactory settlement of all claims incurred against it. We suggest, therefore, that you give this matter the attention that it merits, to the end that a satisfactory adjustment can be made between Mr. Shaw and Mr. Sheerin.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HR

May 20th, 1925.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

The attention of this Department has been called to the existence of a claim of Mr. J. C. Shaw, world war veteran of Bend, Oregon, against Mr. H. W. Sheerin, subcontractor under Bowers & Bowers to whom State Highway contract No. 746 for the grading of Unit 2 of the Paulina Prairie-Lava Butte Section was awarded, in connection with which contract the Aetna Casualty & Surety Company appear as surety on the bond.

Our informant, Colonel W. A. Aird, Special Representative of the World War Veteran's State Aid Commission, showed us a letter that he had received from Mr. Shaw in which he states that his sub-contract from Mr. Sheerin for the clearing, grubbing and grading of a certain section of this contract has been completed for sometime, but that Mr. Sheerin repeatedly ignores his request for a settlement.

Colonel Aird advises that he made a personal inspection of this and found Mr. Shaw to be a man with a family and in destitute circumstances. We do not know the amount of the claim, but judge from Mr. Shaw's letter that it is in the neighborhood of $500.00. We give you this information for the reason that you appear as surety on the bond in connection with this contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBGLER

CC to Col. Wm. A. Aird, Special Representative
World War Veteran's State Aid Commission,
Salem, Oregon.

May 20th, 1925.

World War Veteran's State Aid Commission,
Salem, Oregon.

Attention Mr. Wm. A. Aird, Special Representative

Dear Sir:

We are returning to you herewith Mr. Shaw's letter and his agreement with Mr. M. W. Sheerin for the clearing and grubbing of a portion of the highway right of way involved in the construction of Unit 2 of the Pauline Prairie-Ina Butte Section of The Dalles-California Highway, as per your request.

There is also enclosed copies of letters that we have written to Bauers & Bauers and the Aetna Casualty & Surety Company regarding this matter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

enclosures

May 9, 1925.

World War Veterans State Aid Commission,
Salem, Oregon.

Attention Mr. William A. Aird,
Special Representative of the
Commission.

Gentlemen:

We acknowledge receipt of your letter of the 7th inst. concerning Mr. Creighton G. Shaw with particular reference to sub-contract held by him for the construction of a portion of the McKenzie Highway.

In reply will say that due to the fact that all of our dealings with contractors on highway construction is carried on through and with the original contractors whom we hold responsible for the work, we do not make any effort to keep record of the sub-contracts, neither do we concern ourselves in the arrangements made and entered into between the sub-contractor and the original contractor. For these reasons we are not in a position to give you the information desired. This we believe you can obtain from Mr. Shaw.

In the event you can secure the name of the original contractor we will be glad to advise you whether or not the work is being done by him under state highway contract and if so whether or not it is complete and final payment rendered for same.

If we can assist you in any other way kindly feel free to call upon us.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LH

W. P. SIMPSON,
SECRETARY

# STATE OF OREGON
## WORLD WAR VETERANS STATE AID COMMISSION
### SALEM

IT IS IMPORTANT THAT YOU MENTION
No. Loan 4942
IN REFERRING TO THIS COMMUNICATION
Creighton C. Shaw

May 7th
1925

The State Highway Commission of Oregon,
Salem, Oregon.

Gentlemen:

The State of Oregon, through the above Commission, granted a loan to Creighton C. Shaw, Motor Route B, Bend, Oregon. He is now delinquent, and, according to the statement made to the undersigned, it seems that this party had a sub-contract for construction work on the Pacific Highway, particularly on the Redmond-Three Sisters section and that there is now due him some $400.00, which he is unable to collect.

We would appreciate any information that you may have in the matter as it is the policy of this Commission to assist the ex-service men wherever possible.

Thanking you in advance for this courtesy,

We are

Very truly yours,

William A. Aird
Special Representative
of the Commission

WAA:JM

Answered
5-28-25

file P.R 108 B

May 4 - 25

Bend

COPY

M. R. B.

Dear Sir.

Whin your man was hear we were talking a bout that State Heighway woork and he said that your office would take the mater up with the State Heighway commission in regards to gitting settled for woork Don under contract. You will find enclosed one contract for clearing Rideway which has been done for 2 month and rec. by the Engineer and there is 10 per. sent back on this contract which amonts to a bout $33.00. and the other contract is the same form as this one and the same 13 Stations only it is made out for grading. Now I cant git any cind of a settlement out of Bowers & Bowers or there agent he wont even Talk to me he carred the Pay Roll and it was to come out of the contract now he has every thing charged to me in the way of Labor and Horse Feed and Bord and cooks wages and Grocries and no cretits of no cind I have paid the the Grocries and cook and no cretits for Bord which would a mont to some where a round $400.00 and I find all other contracters under them on this gobe the same way. Now it will bee Very mutch appreciatied by me if this is looked into for I am hard pressed for money to pay my bills and I sure cant pay if I cant collect. I have explaned this the best I can and any thing you dont under stand let me no and I will do the best I can to explane. Please return the contract.

Yours Trully,

(sgd) C. G. SHAW

Bend,
M. R. B.

COPY

STATION MAN'S AGREEMENT

THIS AGREEMENT WITNESSETH: That in consideration of the prices and terms herein named C. G. Shaw and Harry Davis parties of the first part agree to construct and complete by contract the work between stations as hereinafter named.

The parties of the first part further agree that this Agreement shall be subject to all the terms and specifications of the contract as entered into between H. W. SHEERIN and Bauers & Bauers and B&B and State of Oregon by its Highway Commission to which reference is hereby made, and which is made a part of this contract, except clauses covering the prices, methods of payment and date of completion.

The work covered hereby is:

STA 549 plus 00 to STA 562 plus 00
STA _____ to STA _____
of Lava Butte Project in Deschutes County, in the State of Oregon.

The contractor, H. W. SHEERIN, party of the second part herein, in consideration of the faithful performance of the agreements herein contained, agrees to pay the following prices, to-wit:

| | | | |
|---|---|---|---|
| Clearing and Grubbing | Lump Sum $247.00 | Overhaul per c. y. sta | |
| Common Excavation | | Concrete | |
| Intermediate excav | | Re-enforc. steel | |
| Solid rock excav. | | Rip-rap | |
| Haul from ry. and plac. pipe | | Top surfacing | |
| Base surfacing | | Maintenance | |
| Filler | | | |
| | | | |
| | | | |

Clearing and Grubbing in addition to the 60 Foot R. O. W. shall be paid for pro rata on measurements determined by Engineer.

and to pay 75% (seventy-five per cent) of the engineer's estimate of quantities at the above scale of prices to the parties of the first part herein, as and at the time they receive payment from Bauers & Bauers, provided that the parties of the first part shall prove to the satisfaction of the party of the second part that all bills outstanding against the work have been paid before any such payment is made to them.

That the work shall start at STA 549 and continue towards and to STA 562 with such expediency as to insure the party of the second part herein that part __ of the first part herein will not in any way interfere or cause delay in the laying of the macadam, or other work upon the project.

That no debts which can be the basis of a lien against the work, or of a claim filed against the work, shall be incurred by the parties of the first part without the full knowledge and consent of the party of the second part and all supplies necessary for use in carrying out the work shall be purchased through the party of the second part; provided, that prices of materials furnished by party of the second part are on a par with the retail prices of the same commodities in this section.

That should the sub-contractors, or any of them, fail, neglect, or refuse to complete the work in accordance with the tenor of this contract, or should the work not be progressing at any time to the satisfaction of the party of the second part herein, or the resident engineer, then the party of the second part herein shall have the right to take over the outfit and tools of the parties of the first part and complete the work.

The parties of the first part hereby especially covenant and agree that they are the owners of the outfit, teams and tools to be used on the work, and that in case it becomes necessary for the party of the second part to complete the work, they will turn over the said tools, teams and outfit to the party of the second part without interference of any kind.

It is further agreed that if the parties of the first part fail to comply with any of the terms of this agreement, that the party of the second part may, at its option, complete the work in such manner as the party of the second part may deem expedient, or to its best interest, and in that event the party of the second part shall withhold any moneys due to the parties of the first part, or any of them, for work completed up to the time of such failure or default; and if the completion of the work shall cost the party of the second part more than the cost to it would have been if the parties of the first part had completed the work, such excess cost shall be charged to the parties of the first part and deducted from any moneys due the party of the first part, or withheld by the party of the second part under this agreement, but should such cost of completion be less than the cost would have been, had the agreement been fully complied with, the balance shall be paid to the parties of the first part.

Work shall be started on or before October 20th, 1924, and completed in all parts on or before November 10th, 1924.

The parties of the first part further agree that they will be bound and abide by any agreements made between any Hospital Association and Indemnity Insurance Company and the party of the second part herein, and will pay their proportion of the cost thereof.

In testimony whereof, the parties hereto have signed this agreement this 20th day of October, 1924.

Parties of the first part:

(sgd) C. G. SHAW

(sgd) HARRY DAVIS

Parties of the second part:

H. W. SHEERIN,

By (sgd) H. W. SHEERIN

FR 108A

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

April 8, 1925

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on Unit 2 of the Pauline Prairie-Lava Butte Section, Oregon Project No. 108 A.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. V. DeSomma:L

Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT PROJECT 169-A

Unit 2, Pauline Prairie-Lava Butte Section of The Dalles-California Highway in Deschutes County.
(Estimate as basis for modified agreement. Revised to include surfacing contract.)

Salem, Oregon, April 1, 1925

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and grubbing | | $ 7,800.00 |
| 86,000 | Cu.yd. | Common Excavation | .26 | 22,360.00 |
| 7,800 | Cu.yd. | Solid Rock Excavation | 1.40 | 10,920.00 |
| 60,000 | Sta.yd. | Overhaul | .05 | 3,000.00 |
| 180 | Lin.Ft. | 12" Plain Concrete Pipe | 1.65 | 297.00 |
| 350 | Lin.Ft. | 18" Reinf. " " | 3.00 | 1,050.00 |
| 80 | Lin.Ft. | 24" " " " | 4.38 | 350.40 |
| 18 | Cu.yds. | Class "C" Concrete | 30.00 | 540.00 |
| SURFACING | | | | |
| 4,525 | Cu.yds. | Top Course Surfacing | 3.15 | 20,553.75 |
| 4,525 | Cu.yds. | Base Course Surfacing | 3.15 | 20,553.75 |
| 3,975 | Cu.yds. | Filler | .40 | 1,590.00 |
| 25,000 | Yd. Mi. | Filler Haul | .25 | 6,750.00 |
| | | Sub-total | | 95,054.90 |
| | | 10% Engr. & Cont. | | 9,507.49 |
| | | Total | | 104,562.39 |

Length of Project 4.157 Miles

Cost per mile $16,982.72

State Funds Available $ 41,825.04

Federal Aid Requested [illegible] (60%)

$ 104,562.[illegible]

ER 100 A

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

March 23, 1926

Gentlemen:

Herewith we are enclosing six copies of special provisions covering the surfacing of the federal aid projects between Lava Butte and Lapine, on the Dalles-California Highway in Deschutes County.

Estimates of cost and price analyses will be sent to you next week.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. L. Probert
Office Engineer

Dict. by J. W. DeSouza:L
Enc.

cc

FR 67

March 10, 1928

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost and unit price analyses to accompany the special provision for surfacing the Lava Butte-Lapine Section of The Dalles-California Highway in Deschutes County, Oregon Project Nos. 108A, 87 and 108B.

The surfacing of the section between Lapine and the Klamath County line, has not been included in the estimate. This work probably will not be undertaken until the section between the County line and Crescent is graded, and the entire distance south of Lapine will then be surfaced under one contract. Owing to the length of time which will elapse before this work is undertaken it does not seem advisable to tie up federal funds on the surfacing between Lapine and the County line from the funds now available.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W.DeSoumaL

Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECTS 87,108A and 108B

**Lava Butte-Lapine Surfacing on The Dalles-California Highway in Deschutes County.**
**(Estimate with special provisions. Not as basis for project agreement.)**

Salem, Oregon, March 18, 1928

| | | | | |
|---|---|---|---|---|
| 20,500 | Cu.yd. | Base Course Surfacing | 3.83 | 78,515.00 |
| 20,500 | Cu.yds. | Top Course Surfacing | 4.03 | 82,615.00 |
| 13,500 | Cu.yds. | Filler | .50 | 6,250.00 |
| 33,000 | Yd. Mi. | Filler Haul | .25 | 8,250.00 |
| | | Sub-total | | 175,630.00 |
| | | 10% Engr. & Cont. | | 17,563.00 |
| | | | | $ 193,193.00 |

Length of surfacing 19.34 miles

Cost per mile, $9,989.28

UNIT PRICE ANALYSIS

| | |
|---|---|
| Quarrying and Crushing | 1.80 |
| Hauling (5.48 mi.@ .25) | 1.37 |
| Placing and Finishing | .25 |
| | 3.42 |
| 15% Profit | .51 |
| Est. Bid Price | * 3.93 |

* Differential of 20¢ estimated between base course and top course materials.

RE 1052

February 6, 1925.

Mr. R. B. Parsons,
Attorney at Law,
Post Office Box 810,
Bend, Oregon.

Dear Sir:

We have your letter of the 4th inst. requesting information concerning the contract awarded to Bauers & Bauers by the Highway Commission for the grading of Unit No. 2, Berline Prairie-Lava Butte Section of The Dalles-California Highway.

In reply will say that the date this contract was awarded to Bauers & Bauers by the Highway Commission was July 29, 1924. We do not know just what you mean by estimate number but presume you mean contract number which in this instance is contract No. 746.

The last monthly estimate paid to Bauers & Bauers was estimate No. 4 dated January 10, 1925 and was for the amount of $407.04. Up to this date there had been paid to the contractor the sum of $22,384.82, our retained percentage amounting to $3,495.71 in addition.

Due to the fact thatthe dealings of this department are confined to the original contractor, we do not know the details in connection with the subcontracts and subcontractors. We have a record of some of the subcontractors and the station numbers between which they are working; however, we would not vouch that these are true in every instance and that the list is complete. Our list of known subcontractors is enclosed herewith.

The contract has been signed Bauers & Bauers by Carl Bauers and George F. Price. The surety on the bond furnished in connection with same is the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents, Yeon Building, Portland, Oregon.

We trust the foregoing information is satisfactory for your requirements.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
H. B. Glaisyer,
Chief Clerk.

HBG:LM

R. B. PARSONS
Bend, Oregon

Law Offices

Address Reply To

# Myers & Parsons

Bend, Oregon,
P. O. Box #810.

Bend and Klamath Falls, Oregon

February 4, 1925.

State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Will you kindly furnish the writer with the following information?

The date of the contract between Bauers and Bauers and the State Highway Commission for the improvement of that certain Highway in Deschutes County, Oregon, from the point opposite Lava Butte, South to LaPine, Oregon; the estimate number and the name of their surety.

The names of all sub-contractors, together with the station numbers shown on their sub-contracts, and, if possible, the dates on which the sub-contracts were entered into by such sub-contractors and Bauers and Bauers.

Whether the contract with Bauers and Bauers was entered into by the State Highway Commission or such contract was made in the name of Carl Bauers and George F. Price, a partnership doing business under the assumed business name of Bauers and Bauers.

Thanking you for a prompt reply, I am

Very truly yours,

R B Parsons

RBP/M

ANSWERED
H B.G.

Eq. 1082

January 23rd, 1928.

Aetna Casualty & Surety Co.;
Bates, Lively & Pearson, Agents,
Yeon Bldg.;
Portland, Oregon.

Gentlemen:

Herewith enclosed please find a copy of a letter we have today received from Mr. Crawford Donahue of Bend, Oregon, advising us of his claim against C. W. Raper, sub-contractor under Bowers & Bowers in connection with their contract for the grading of Unit 2, of the Deschutes Prairie-Lava Butte Section of the Dalles-California Highway, state highway contract No. 746, which letter is self-explanatory. We are referring this matter to you as you appear as surety on the bond furnished by Bowers & Bowers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosures

CC to Bowers & Bowers, Dayton, Washington.

CC to C. W. Raper, Bend, Oregon.

DUP
W. S. VAN DU
W. H. MALO'

COPY

Bend, Oregon.
January 22, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen;

During the months of September, October and November, 1924, I furnished two teams to G. W. Raper, who was a sub-contractor under Bowers & Bowers on that portion of The Dalles-California Highway between Lava Butte and the Allen ranch. The agreed price which I was to be paid by Mr. Raper was $25.00 per month per team. The total time that my teams were used during that period was twenty-two (22) days, six and one-half hours, amounting to $41.68.

I have been unable to get my money or any of it for this work, and I am herewith presenting the claim to the Highway Commission and would request that, if possible, you take the necessary steps to protect me to the extent of my claim.

Address me at Bend, Oregon, Motor Route B., Box 50.

Respectfully,

(Sd) Crawford Donahue

#746 - 9Pa 2
PP 105a

January 23rd, 1925.

Mr. Crawford Donahue,
Bend, Oregon.

(Motor Route B., Box 60)

Dear Sir:

We have your letter of the 22nd instant, advising us of your claim in amount of $41.68, against G. W. Reper, who was subcontractor under Bauers & Bauers in connection with state highway contract No. 746, for the grading of Unit 2 of the Paulina Prairie-Lava Butte Section of the Dalles-California Highway.

In reply will say that we are not in a position to pass upon your claim, but you are protected by the bond which was furnished by Bauers & Bauers in connection with this contract. It is one of the requirements of the Highway Commission that each contractor furnish a surety bond for the protection of all labor and material claims whether incurred by the contractor or by a sub-contractor. We would suggest that you file your claim with the surety furnished by Bauers & Bauers in this instance, as they are equally responsible for claims against the contract as the contractor and sub-contractor.

The surety in this instance is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are the resident agents for Oregon. Their address is the Yeon Bldg., Portland, Oregon. Would also suggest that you file your claim with Bauers & Bauers. Their headquarters address is Dayton, Washington. If you do not then secure satisfaction, you still have recourse to action in the courts as probided by section 2991 of the Oregon laws, a mimeographed copy of which is enclosed herewith.

In conformance with our usual practice in matters of this kind, we are today advising the contractor and the surety of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Glaisyer,
Chief Clerk.

HEG:ER

#746-90a-2
PG-105a

#746
Pending - until Pauline Prairie from Attorney Gen. Gov. Ltr. Rec'd

Bend, Oregon,
January 22, 1925.

JAN 23 1925

State Highway Commission,
Salem, Oregon.

Gentlemen:

During the months of September, October and November, 1924, I furnished two teams to G. W. Raper, who was a sub contractor under Powers & Powers on that portion of The Dalles-California Highway between Lava Butte and the Allen ranch. The agreed price which I was to be paid by Mr. Raper was $25.00 per month per team. The total time that my teams were used during that period was twenty-two (22) days, six and one-half hours, amounting to $41.68.

I have been unable to get my money or any of it for this work, and I am herewith presenting the claim to the Highway Commission and would request that, if possible, you take the necessary steps to protect me to the extent of my claim.

Address me at Bend, Oregon, Motor Route B., Box 50.

Respectfully,

Crawford Honahan

ANSWERED
H. B. G.

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

November 5, 1924.

RECEIVED
NOV 6 1924
OREGON

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project 108-A, Paulina Prairie-Lava Butte section of The Dalles-California Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By G. M. Davis
Acting

Form P. R. 2

State Oregon

Project No. 108, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of September, 1924 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of June, 1924, a project statement, which was approved by the Secretary on the 8th day of July, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 8th day of July 1924, and approved by the Secretary on the 21st day of October, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-one thousand, three hundred forty-five and 00/100 dollars ($31,345.00) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 405+38.6 at the north end of Federal Aid Project No. 87, and survey station 732+52 at Lava Butte about 9 miles south of Bend,

.....terminal points, a distance of 6.157 miles, known locally as the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Deschutes County, being Section A of Oregon Federal Aid Project No. 108 as approved by the Secretary of Agriculture on July 8, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

**(c) The Highway Department hereby agrees that it will later submit plans, specifications and estimates and enter into project agreements to cover the remaining mileage of said Oregon Project No. 108 as approved by the Secretary of Agriculture on July 8, 1924.**

**(d) The Highway Department hereby agrees that, immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.**

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed

(*a*) the said sum of thirty-one thousand, three hundred forty-five and 00/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of fifty-one thousand, two hundred seventy and 34/100

Section A of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)
(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county.) (Name.)
of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $**18,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **In accordance with Resolution of Aug. 7, 1917, Chapter 237, Laws of 1917,**
(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 21st day of October, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By Wm Duby
Chairman, State Highway Commission
(Title of officer.)

By J H Brandon
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W H Mcalan
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C W Marvin
ACTING Secretary of Agriculture.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 405+58.6 at the north end of Federal Aid Project No. 87, and survey station 732+52 at Lava Butte about 9 miles south of Bend,

locally known as the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Deschutes County, being Section A of Oregon Federal Aid Project No. 108 as approved by the Secretary of Agriculture on July 8, 1924, and designated in the records of this Department as Project No. 108 Section A of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 51,270.34 as the total estimated cost of said project Section A of, and the sum of $ 31,345.00 as the share of the United States, payable under said acts on account of such project Section A of, which does not exceed 61.13673 per cent of said total estimated cost.

Done at the city of Washington, this 21st day of October one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

926

GOVERNMENT PRINTING OFFICE 8—4926

September 20, 1924.

FH 106A

Bureau of Public Roads,
New Postoffice Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing three copies of proposed project agreement covering the Paulina Prairie-Lava Butte Section, Oregon, project No. 106A.

All three copies have been executed by the State Highway Commission.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. K. Probert,
Office Engineer.

Dictated by J. W. DeSouza.
LH

Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

September 4 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose for the signature of the State Highway Commission, three copies of proposed project agreement covering Oregon Federal Aid project #108-A, Paulina Prairie-Lava Butte section of The Dalles-California Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED
A. K.

Date Sept 13th, 1924

Job Name Paulina Prairie-Lava Butte Sec

Highway The Dalles-Cal

County Deschutes Job Prefix 9PA"2

Week from Sept 6th to 13th

Mail Address Bend

Telegraph or Telephone Address

Express and Freight Address Bend

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Bauers & Bauers have sub-let this job to the following contractors, viz:

| | | |
|---|---|---|
| S P Kenison | Grading | Sta 405+386 - 466 |
| Colwell & Thompson | R/W | 405+386 - 466 |
| Jacobsen Bros | Grading | 466 - 549 |
| John Rado Co | R/W | 466 - 549 |
| G M Raper | Grading | 549 - 592+50 |
| Bosvert & French | " | 592+50 - 668 |
| Zieroth & Hollingshead | R/W | 549 - 668 |
| J O Griffith | R/W & Grading | 668 - 732+51 |

We have set slope stakes during week for Kenison and Griffith,
Griffith started grading on the R/W
The clearing has been a little stiff but think we can expect better results from now on

NOTED
W WANZER

(See back of this sheet for instructions and detailed information.)

Signed J. R. Mitchell

Title Res Engr

Roseburg

## GRADING CONSTRUCTION

Total miles of grading on project 6.2

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces 6.2

Miles cross-sectioned 1/2

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 4

Contractor's average force for week 12 men,

3 teams, ..... steam shovels

Grading work will be completed about May 31st

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

## SURVEYS

Total mileage of location to be surveyed 9

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

This job 9PA-2 Percentage 20

Other jobs 9PA Percentage 30

Other jobs 9 VK Percentage 50

Other jobs ..... Percentage .....

P.Q. 4052

August 20th, 1924.

Mr. C. H. Purcell, District Engineer,
Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are submitting herewith the estimate which we desire to have used as a basis for the project agreement covering the grading of Unit No. 2 of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Federal Aid Project No. 108-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

Sent 5 copies
8/26

SHP:TM

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 108-A

UNIT 2, PAULINA PRAIRIE-LAVA BUTTE SECTION

OF THE DALLES-CALIFORNIA HIGHWAY

IN DESCHUTES COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices)

Salem, Oregon, August 13, 1934.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 7,500.00 |
| 86,000 | cu.yds. | Common Excavation | $ .26 | 22,360.00 |
| 7,800 | " | Solid Rock Excavation | 1.40 | 10,920.00 |
| 60,000 | yd.stn. | Overhaul | .06 | 3,600.00 |
| 100 | lin.ft. | 12" Plain Concrete Pipe | 1.65 | 297.00 |
| 300 | " | 18" Reinforced Concrete Pipe | 3.00 | 1,080.00 |
| 80 | " | 24" " " " | 4.28 | 342.40 |
| 18 | cu.yds. | Class "C" Concrete | 30.00 | 540.00 |
| | | | Sub-total | $ 46,609.40 |
| | | | 10% Engr. & Cont. | 4,660.94 |
| | | | Total | $ 51,270.34 |

Length of Project - 6.127 Miles.

Cost per mile - $8,367.93

State Funds Available $19,925.34

Federal Aid Requested 31,345.00 ( 61.13673%)

$51.270.34

Federal Aid Recommended_____

FORM 5A 24150 10M-4-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No.....

The Dalles, Oregon - July 24, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

B.R. 108A

Attention S. H. Probert

Dear Sir:

Enclosed herewith Division Engineer's estimate of cost for proposed construction of the Mayer Park Branch of the Columbia River Highway in Wasco County, also, for grading Unit No. 2, Lava Butte-Paulina Prairie Section of The Dalles-California Highway in Deschutes County, using as a basis, the quantities as called for in the proposals.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By R. H. Hackett
Office Engineer.

Encl.
HNH-vc

RECEIVED
JUL 25 1924

July 24, 1924

DIVISION ENGINEER'S ESTIMATE OF COST

FOR COMPARISION OF BIDS

GRADING UNIT # 2 - PAULINA PRAIRIE-LAVA BUTTE SECTION

DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

as called for in Proposal

| Item No. | | | | |
|---|---|---|---|---|
| 1 | All clearing & Grubbing 45 acres | Lump Sum | | $ 9000.00 |
| 2 | 86000 Cu.Yds. Common Excavation | @ | .30 | 25800.00 |
| 3 | 7800 Cu.Yds. Solid Rock Excavation | @ | 1.75 | 13650.00 |
| 4 | 60000 Cu.Yds. Overhaul | @ | .05 | 3000.00 |
| 5 | 18 Class "C" Concrete | @ | 35.00 | 630.00 |
| | Sub Total | | | $ 52080.00 |
| 6 | 180 Lin.Ft. 12" Concrete Pipe | @ | 2.00 | 360.00 |
| 7 | 350 Lin.Ft. 18" Concrete Pipe | @ | 3.50 | 1225.00 |
| 8 | 80 Lin.Ft. 24" Concrete Pipe | @ | 4.50 | 360.00 |
| | Total with Concrete Pipe | | | $ 54025.00 |
| | Alternate | | | |
| 9 | 180 Lin.Ft. 12" Corr Galv Iron Pipe | @ | 1.50 | 270.00 |
| 10 | 350 Lin.Ft. 18" Corr Galv Iron Pipe | @ | 3.00 | 1050.00 |
| 11 | 80 Lin.Ft. 24" Corr Galv Iron Pipe | @ | 3.75 | 300.00 |
| | Total with Iron Pipe | | | $ 53,700.00 |

DIVISION ENGINEER'S ESTIMATE OF COST

FOR COMPARISON OF BIDS

CONSTRUCTION OF DRIVEWAY CURBS & WALLS

MAYER PARK BRANCH

COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

as called for in Proposal

| Item No. | | | | |
|---|---|---|---|---|
| 1 | 400 Cu.Yds. | Common Excavation | @ .50 | $ 200.00 |
| 2 | 4500 Cu.Yds. | Solid Rock Excavation | @ 2.00 | 9000.00 |
| 3 | 3000 St.Yds. | Overhaul | @ .05 | 150.00 |
| 4 | 70 Ln.Ft. | 12" Galv Corr Iron Pipe | @ 2.00 | 140.00 |
| 5 | 40 Lin.Ft. | 12" Concrete Pipe | @ 2.50 | 100.00 |
| 6 | 2 Cu.Yds. | Class "C" Concrete | @ 25.00 | 50.00 |
| 7 | 640 Lin.Ft. | Concrete Curb | @ .45 | 288.00 |
| 8 | 20 Cu.Yds. | Rubble Masonry | @ 12.50 | 250.00 |
| 9 | 660 Li.Ft. | Paraphet Wall | @ 3.50 | 2310.00 |
| 10 | 300 Cu.Yds. | Earth cushion | @ .75 | 225.00 |
| 11 | 1000 Cu.Yds. | Gravel Surfacing | @ 1.60 | 1600.00 |
| 12 | 200 Cu.Yds. | Filler | @ 1.00 | 200.00 |
| | | Total Estimated Cost | | $14513.00 |

July 18th, 1934.

FA 108-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on Unit 2, of the Paulina Prairie-Lava Butte Section, Federal Aid Project 108-A.

Four blue print sets of plans are today going forward to you, under separate cover. We have written to the field for the cross-sections on this project, and they will be forwarded to you as soon as received.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

Dict. by J. W. DeSouza : TW

Enclosure.

STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 102-A

UNIT 2 - PRINEVILLE PRAIRIE-LAVA BUTTE SECTION OF THE
BEND-CALIFORNIA HIGHWAY IN
DESCHUTES COUNTY

(Estimate with plans. Not as basis for agreement.)

Salem, Oregon, July 18, 1924

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 6,000.00 |
| 86,000 | cu.yds. | Common Excavation | .35 | 30,100.00 |
| 7,800 | " | Solid Rock " | 2.00 | 15,600.00 |
| 60,000 | sta.yds. | Overhaul | .05 | 3,000.00 |
| 180 | lin.ft. | 12" Culvert Pipe | 1.50 | 270.00 |
| 350 | " | 24" " " | 3.50 | 1,225.00 |
| 80 | " | 36" " " | 6.00 | 480.00 |
| 18 | cu.yds. | Class "C" Concrete | 35.00 | 630.00 |
| | | Sub-total | | 57,305.00 |
| | | 10% Engineering & Cont. | | 5,730.50 |
| | | Total | | 63,035.50 |

Length of Project 6.157 miles.

Cost per mile $10,238.02

| | |
|---|---|
| State Funds Available | $ 24,497.66 |
| Federal Aid Requested | 38,537.84 |
| | $ 63,035.50 |

- - - - - -

FORM 2A 23518 10-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR # 108 A

# OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - July 1, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I am mailing you, under separate cover, revised profile showing revised grade and quantities on Unit No. 2, Allen Ranch-Lava Butte section of The Dalles-California Highway.

This revised profile was made after the digging of numerous test pits to determine as near as possible the classification that would be encountered in the cuts.

In the digging of these test pits, after going thru the common excavation, in many cases large boulders were encountered, but in making up our classification these loose boulders are classified as solid rock quantities. However, when these cuts are opened up during construction, it may be found that a considerable part of it can be plowed which would then give us a still greater percent of common and as a consequence, less solid rock.

The sections between station 605 and 640 was not recalculated as the difference in yardage would not be of material consequence at this time, that would be taken care of during construction.

In regard to the special provisions, I recommend that they be as follows, namely, Classification - all pay excavation to be classified on the two-classification basis as specified on page 21 of the standard specifications. Clearing and Grubbing - the cutting of the timber, trimming and cutting the same into timber of merchantable size, etc., to conform to the memoranda as specified in my letter to you of June 11, 1924. Date of completion, I recommend to be of date of June 1, 1925.

As soon as you have made a tracing of this revised profile, as submitted, kindly mail me two copies of the same and I will then submit unit prices and estimate for the work.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

9PR 2

# OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - June 11, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. E. H. Probert

Dear Sir:

The Deschutes County Court, per Judge R. W. Sawyer, requests (on account of right of way settlement) that the following Special Provisions, in regard to clearing and grubbing, be incorporated in the proposal for bids and specifications for work to be down on the proposed Unit No. 2, Lava Butte-Paulina Prairie Section, namely:

The timber to be cut into logs of the following lengths, 12'4", 14'4" and 16'4", all to be made into logs of 16'4" when possible. Trees that will cut 8" in diameter at the small end to be considered logs if they can be cut 12' or more in length.

All trees to be cut not to exceed 18" above the ground. Trees that break or splinter in falling to have the splintered end sawed back of the break or splinter so as to leave a square edge.

Timber cut prior to September 15th to be rolled apart so that the ends will not butt together. All logs to be piled on the west side of the right of way. All stumps, broken tops, brush, small trees, logs and timber of no commercial value and all other debris shall be burned.

The work of clearing and grubbing to commence at the south end of the project and proceed towards the north end of the project.

Yours very truly,

C. H. Lanzer,
Division Engineer.

CHL-VC

cc Judge R. W. Sawyer

# OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - June 10, 1924

Mr. R. A. Ylein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

JUN 12 1924
STATE HIGHWAY COMMISSION

Dear Sir:

Thinking that perhaps you should desire to call for bids on Unit No. 2, Tava Butte-Paulina Prairie Section in Deschutes County, at the next meeting of the Commission, I am enclosing herewith a summary of quantities for the project, taken from the profile, also a list of culvert pipe and concrete, which was furnished by J. R. Mitchell.

The above was estimated from the present data on this project as Mr. Mitchll has not been able to go into the situation far enough at this time to make a report other than that shown.

Yours very truly,

C. V. Manzer
Division Engineer

By _____
Office Engineer.

Encl.
MVM-vc

- UNIT NO. 2 -

LAVA BUTTE - PAULINA PRAIRIE SECTION

Summary

| Item | Unit | Mile 1 | 2 | 3 | 4 | 5 | *6 | 7 | Total Quant | Allow slides Ovbrk X drain | Grand Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Clear & Gru | Acres | | | | | | | | | | |
| Exca, Com | Cu.Yd | 23891 | 14468 | 23304 | 16584 | 10570 | 11555 | | 100372 | 10038 | 110410 |
| Exca, S R | Cu.Yd | 1375 | 1415 | 1635 | 544 | 281 | 395 | 2790 | 8435 | 845 | 9280 |
| Overhaul | St.Yd | 560 | 3750 | 1350 | | 210 | | 300 | 6170 | 620 | 6790 |

* Mile 6, 1.2 miles (including Mile 7)

6.2

JUN 13 1924

The Dalles-California Highway

| Station | 12" | 18" | Class "C" Concrete | 24" |
|---|---|---|---|---|
| | | | 2.93 | |
| 412 | 32' | 42' | 0.8 | 70' |
| 427 | | 60' | 1.5 | |
| 472/50 | | 46' | 1.5 | |
| 515 | | 48' | 1.5 | |
| 543 | 48' | 38 | 0.8 | |
| 575 | 38 | 50' | 1.5 | |
| 596/50 | 36 | 70' | 1.5 | |
| 623/80 | 38' | 50 | 0.8 | |
| 658/50 | | 18 52' | 1.5 | |
| 670/50 | 38' | | 0.8 | |
| 698 | 38' | | 0.8 | |
| 716/60 ~~40~~ | | 48' | 1.5 | |
| | 194' | 374' | 14.5 Cubic Yards | |
| | 150 | 322 | 16.63 | 70' |

Total 12" Pipe 194' 150

Total 18" Pipe 374' 322

Total Class "C" Concrete 14.5 Cubic Yards 16.63

Total 24" Pipe 70'

Note!—

Corrected by revised blue-print July 1924

CONTRACT #754,
773,

PR 111 Myrtle Point-North 1924-1928

754,773

PR 111

NOTED
State Highway Engineer

March 12, 1928.

Mr. J. H. Deyers, Attorney,
State Highway Commission of Oregon,
Salem, Oregon.

Agreement covering encroachment upon Southern Pacific Company's right of way in Coos County near Myrtle Point.

Dear Sir:

Please refer to my letter of February 1, 1928, relative to the above mentioned subject matter:

Will you please advise me what steps are being taken to close this matter, and about how soon I may expect execution and return of the agreement?

Very truly yours,

14/11

cc - Mr. Roy Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Mr. E. L. King.

February 1, 1928.

RECEIVED
FEB 3 1928
STATE OF OREGON
HIGHWAY COMMISSION

Mr. J. H. Devers,
Attorney for State Highway Commission,
Salem, Oregon.

**Agreement covering encroachment upon Southern Pacific Company's right of way in Coos County near Myrtle Point.**

Dear Sir:

Your letter of the 30th ultimo, in which you state that the members of the County Court of Coos County are now contending that Southern Pacific Company does not own the right of way described in the above mentioned agreement:

During the years 1924 and 5, when the State Highway Commission and the County Court of Coos County desired to construct this encroachment, our title was not questioned. There was no encroachment upon our right of way and there was no evidence that there ever had been any highway encroachment upon this property. At that time, on behalf of the State Highway Commission, the County of Coos and the U. S. Bureau of Public Roads, you solicited Southern Pacific Company to permit construction to proceed in advance of your acquisition of the easement, and stated that the easement agreement would be executed promptly upon presentation. At your request changes were made in our standard form of easement agreement and it was transmitted to you on September 18, 1925. Over two years later I am advised for the first time that some contention adverse to our rights is being raised.

It has been a frequent occurrence for the State Highway Commission to ask Southern Pacific Company to permit encroachments or otherwise to waive its rights, relying upon the promise of the State Highway Commission to execute suitable agreements at a later date. Almost without exception these requests have been granted by the local officials of the Company. As a result we have this instance and a number

COPY



of similar instances which are difficult, if not impossible, to satisfactorily explain to the management. It would be a matter of regret to me to be forced to the conclusion that similar future requests from the State Highway Commission must be declined. I trust you will be able to procure execution of this easement agreement by the County Court of Coos County in the very near future.

Very truly yours,

14/11

cc - Mr. Roy Klein, Secretary,
State Highway Commission,
Salem, Oregon.

COPY

PR 111

B-3

September 7, 1926.

Memorandum to accompany final voucher in triplicate for Oregon Federal Aid Project 111 for the period October 11 to December 1, 1925, claimed in the amount of $7,141.34. The voucher has been reduced by $2,601.19.

The maximum Federal aid payable on this project is based on 61.13673 per cent of the cost of the roadway and bridge item considered separately since the mileage limitation would govern were they to be treated as a unit.

The contingency items claimed all apply to the roadway, thus limiting Federal aid participation therein to 10 per cent of the total for roadway items appearing in the engineer's final estimate.

After making the necessary changes we find the amount now due the State to be $4,540.15, in which amount payment of the voucher is recommended.

Clifford Shoemaker

Acting Chief, Division of Construction.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

PR-111

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 25, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

With reference to our letter of August 7th in regard to final voucher for Oregon Federal Aid Project No. 111:

As stated in our letter of that date, we re-submitted voucher to the Washington Office, together with a copy of your letter of July 26th--requesting further consideration before making the suspensions indicated by their letter.

As a possible precedent for the payment of the voucher for Oregon 111 as submitted by you, we cited the case of Oregon 94, which seemed to be identical with this case. We are now in receipt of reply from Washington Office stating that their action in passing Oregon 94 was an oversight, and that the State was overpaid to the amount of $681.31. For your information the following is quoted from their letter:

"It seems to us that both of these cases present a rather simple problem. By the provisions of the Federal Highway Act we are authorized to participate in 61 plus per cent of the cost of all road projects. In addition to this we are authorized to participate to the same extent in the cost of bridges over 20 foot span. In both of these cases we can, therefore, pay our pro rata share of the road work and our pro rata share of the bridge work in addition. In computing the cost of the road work we can only include such items as are properly a part of the cost of this work. The same applies to bridges of over 20 foot span. We are further limited in computing cost to the 10 per cent for contingencies and engineering on the road work and 10 per cent on the bridges of over 20 foot span. Excess contingencies on the road work can not properly be listed as a part of the cost of the bridge for the reason that if this could be done such a bridge could always be made to absorb excess of contingencies on the road work.

"This is no new principle or ruling but is a ruling that the Bureau has consistently followed since the start of Federal Aid

work. We can see where our error in passing Oregon 94 would lead the State to think that we were changing our ruling. We know of no other cases in which we have followed any other course. We agree with the State that it is logical to separate in the agreement estimate the road work and the bridge work and apply the 10 per cent contingencies to each item. This would not necessitate two separate agreements, they could merely show the separation in the agreement estimate.

"If we should consider this project in its entirety, as suggested by the State, and apply the 10 per cent limitation of engineering and contingencies to the whole job, we would exceed the limitation per mile and would have to reduce the Federal Aid. Our letter of July 19 was written for the purpose of giving the State a chance to amend the voucher so that they could secure additional Federal Aid, because there are certain items which if substantiated could be taken into consideration.

"We note that Mr. Klein requests that in case it is not possible to pass the voucher for payment as submitted, that we make such reduction as may be necessary and make payment accordingly. This we are doing.

"With reference to Oregon 94, we should have a refund from the State of $681.31 or deduct it from Federal payments due on other Oregon projects.

"We regret very much that we are unable to pass the voucher in its present form for the full amount claimed by the State and we hope that the above explanation will make clear to the State our reasons for finding it necessary to make this reduction and that we have not promulgated any new ruling but that we are following the same practice which we have consistently followed since the start of Federal Aid and which is controlled by law."

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING.
PORTLAND, OREG.

August 7, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to your letter of July 26th in regard to final voucher for the Myrtle Point - North Section of Oregon Federal Aid Project No. 111:

We have re-submitted the voucher to the Washington office together with a copy of your letter, and have requested further consideration before making the suspensions indicated by their letter.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

Noted

July 26, 1926.

FH 111

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 24th inst., returning final voucher on the Myrtle Point-North Section, Oregon Federal Aid Project No. 111.

We have carefully studied the comments of the Washington office, and it appears to us that the ruling now made, if followed to its ultimate conclusion, will lead to results entirely upsetting the procedure which has been followed in handling projects in the past. Heretofore it has always been the policy to consider that all contracts included under a single project agreement estimate constituted a single individual project, on which the ten per cent of engineering and contingencies might be applied indifferently. The ruling now made is to the effect that the engineering and contingencies on road work can be applied only on the basis of ten per cent of the agreement estimate items for that class of work, with the same basis for structures of over twenty feet span. To be logical, separate estimates and agreements should be made for road work, and for structures of over twenty feet span, and they should be vouchered as entirely separate projects. We do not believe that it is or has been the intention of the Bureau to directly make this requirement but the same practical result is now invoked indirectly against Project 111.

Furthermore, we are unable to see where the ruling does not violate the spirit and express provisions of the various Federal acts making Federal funds available. Section 6 of the Act of July 11, 1916, provides:

> "If the Secretary of Agriculture approve a project, the State highway department shall furnish him such surveys, plans, specifications and estimates therefor as he may require.
>
> • • • Items included for engineering, inspection, and unforeseen contingencies shall not exceed ten per centum of the total estimated cost of the work."

It is to be noted that this percentage is based on the total cost of the work, and there is nothing to show that bridges of over twenty feet are to be excluded in figuring this percentage or that the percentage is to be applied to the project as a whole, without discrimination as to partic classes of work.

The only reference which is made to bridges is somewhat in the nature of a negative one, and simply provides that the cost of bridges of over twenty feet clear span shall be deducted before applying the limitation of the maximum Federal aid per mile which can be paid. The paragraph covering this reads, in part as follows:

> " • but these payments, including previous payments, if any, shall not be more than the United States' pro rata part of the value of the labor and materials which have been actually put into said construction in conformity to said plans and specifications; nor shall any such payment be in excess of $10,000 per mile, exclusive of the cost of bridges of more than twenty feet clear span."

As we see it this does not create any magic in bridges of over twenty feet span, and they are distinguished only in order that their cost may be eliminated when figuring the maximum amount per mile which can be paid.

As stated above, the original requirement is that the engineering and contingencies are to be originally based on the total estimated cost of the work. We cannot see where, after the actual construction, there is anything that requires that they be specifically applied to bridges or grading any more than that they be subdivided to common excavation, culvert pipes, or any other construction item originally appearing in the agreement estimate. The fact of a bridge having been contracted separately from the grading or surfacing is merely a circumstance, and any distinction which is drawn on this account would apply equally where the grading and surfacing of a project are contracted separately.

The amount involved in the present project which we could add by remaking the final estimate and itemizing the bridge engineering is too small to justify the action, and it is therefore returned to you in its original form. We trust that it can now be found possible to pass it for payment in its present amount, but, if such is not the case, please make such deduction as may be necessary. It is to be understood, however, that this deduction is approved without carrying with it any approval of [illegible] the construction which has been placed on the Federal Aid Acts.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

July 24, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to final voucher for Oregon Federal Aid Project 111:

This voucher has been returned by the Washington Office with the following comment:

> "In the review of the final voucher it is noted that the items in the agreement estimate in effect are segregated into road work and bridge work.
>
> "Taken as a whole the project costs more than the maximum limitation per mile, and the two divisions of the work, viz: roadway and bridge, will have to be considered separately to determine the maximum allowable Federal aid payable.
>
> "In this connection it is noted that the only participating contingencies claimed are the items pertaining to gravel surfacing and necessarily apply to the road work.
>
> "Since payment on this basis will necessitate a reduction of $2,601.19, we are returning the voucher herewith for itemization of engineering and segregation of the portions of the same applying to roadway and bridge portions, should you desire to make a rearrangement."

You will find that the total cost for the road items was $31,995.40, on which you have claimed contingencies in

the amount of $7,454.26, which is in excess of the allowable 10 per cent. In re-submitting this voucher you should group the road items and the contingencies on the same. Bridge items should be grouped in the same manner--segregating the bridge engineering from the road engineering items.

Very truly yours,

C. H. PURCELL
District Engineer

Encl.

By A. F. Morris
Acting

#773 - Coos Co.
CG 111

May 5, 1926.

Continental Casualty Company,
James McI. Wood, Agent,
Railway Exchange Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 773 for the construction of a bridge over the north fork of the Coquille River on the Coos Bay-Roseburg Highway in Coos County has been completed by the contractor Pat Hennessey and that final settlement will be made by the State with said contractor for work done under said contract on or after May 14th 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

BY

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

February 9, 1926.

Memorandum to accompany voucher in triplicate for Oregon Federal Aid Project 111-A, for the period September 11, 1925 to October 10, 1925, claimed in the amount of $5,234.42. The voucher has been reduced by $708.80.

The body of the voucher contains an overrun in the item of 18" culvert pipe. This overrun has been eliminated from the voucher. Payment is recommended in the amount of $5,234.42.

The States have been requested not to claim overruns in progress vouchers. Overruns may be claimed at the time the final voucher is submitted, however, provided there is sufficient leeway under contingencies.

H. K. Bishop

Chief, Division of Construction.

J.W.D.

J 282
Rec'd

#754-104. 99-11

November 19, 1925

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 754 for the construction of of the Myrtle Point North Section of the Roosevelt-Coast Highway in Coos County consisting of 1.2 miles of grading has been completed by the contractor, John Hampshire, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 28th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEEB,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

August 7, 1926.

Mr. W. E. Chandler,
Division Engineer
Marshfield, Oregon.

Dear Sir:

Reference is made to the question of right-of-way upon the Myrtle Point-North Section, Oregon Federal Aid Project No. 111.

A statement of the condition of affairs upon this project was submitted to the Bureau some time ago, and we are now in receipt of advice to the effect that they are willing to accept the existing status without further question, and will honor vouchers for payment of the federal aid on the project.

Under these conditions it does not appear necessary to this office, to carry on any further negotiations with the railroad company. This should not be construed as desiring to have you cancel any negotiations which you may now have under way, but simply to advise you of the fact that we are now satisfied with the existing status.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSmuss/AP

August 7, 1925.

FE 122

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 6th inst., relative to right-of-way on the Myrtle Point-North Section, Federal Aid Project No. 111.

Please accept this letter as formal statement of this department to the effect that in case it should become necessary to relocate a portion of this project which encroaches upon the railroad property, the same will be done to the satisfaction of and without expense to the Federal Government.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSouza/AP

...VIMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

August 6, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of July 11, relative to railroad right-of-way on Oregon Federal aid project No. 111, Myrtle Point-North section, Coos Bay-Roseburg Highway.

We are today in receipt of a letter from our Washington office stating that the Bureau will regard the right-of-way settled if you will submit a letter setting forth that in case any question arises, and it becomes necessary to re-locate the portion of this project which encroaches upon the railroad property, the same will be done to the satisfaction of and without expense to the Federal Government.

This answers the last paragraph of your letter, and upon compliance with the above, vouchers may be submitted.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

Dict by J. W. DeSouza/AP

...Office Engineer

July 11, 1928.

PR 111

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

References is made to your letter of October 25, 1924, to our reply thereto, and to clause (6) in the project agreement for the Myrtle Point-North Section, Project No. 111 relative to right-of-way.

Negotiations have been carried on with the Railroad Company but the whole matter seems to be rather elusive and difficult to bring to a definite conclusion. It appears that there originally was a county road upon the ground now occupied by the portion of the supposed railroad right-of-way in question, and it is questionable as to whether the county ownership has ever been terminated. Under these conditions the position of the Railroad Company is rather insecure and they do not appear desirous of opening the question by attempting to grant a formal easement over property which they may not own. To be of any value any such easement should be preceded by a court decision regarding the exact ownership of the property, and it does not appear desirable nor expedient to disturb the existing status by litigation at this time.

No difficulty has been experienced nor is anticipated on account of objections by the Railroad Company, and, as far as this Department is concerned, the matter could be considered as satisfactorily settled. The requirements of the State have not been opposed, and it is doubtful that the question of encroachment ever will be raised by the Railroad Company. The attitude of the Railroad Company has been very friendly throughout, and they apparently would be perfectly willing to grant an easement if there title to the property in question were clear.

Under these conditions we wish to request that your Bureau accept the matter as settled, and permit the submission of vouchers for Federal cooperation on the project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

PG-111

June 15, 1928.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

In accordance with your request of the 11th inst., we are today sending you, under separate cover a print of the 100 foot scale map of Part 2 of the Myrtle Point-North Section.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/?

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

XXXXXXXXXX
Marshfield, Oregon.
June 11, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

Will you please send a print from the 100$ to 1" tracing of the Myrtle Point-North section. The tracing for the section thru Myrtle Point and north of Myrtle Point is in two sections, but part 2 is all that we require at this time.

Very truly yours,

WM. E. CHANDLER,

Division Engineer.

By John Beakey

BP
6-13-AM

FORM 2A 27242 10M 8-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

PQ-111

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM June 13, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

NOTED
Stat. Highway Engineer

Dear Sir:-

Please note attached communication to the office of Public Roads.

Perhaps my reply leaves considerable to be desired in the matter of diplomacy. However, I feel that we simply can not consider further penalizing our Port Orford cedar by using a lower unit stress. Our timber structures already cost as much as we can possibly justify. Our loading requirements are heavy and our unit stresses are already low. There is a constantly increasing tendency among engineers to add this requirement and that requirement, each insignifigant in itself, but aggregating in total an amount which operates to increase the cost of bridge construction out of all proportion to utility.

I think our present standards are justified; most emphatically they are heavy enough, and I think we are justified in making an issue of this if it comes to that.

For your information I will state that the modulus of rupture for Port Orford cedar is from 6000# to 6500# per square inch. Bulletin #556 of the U. S. Department of Agriculture, page 33, gives an average of 6800# per square inch as the result of tests on small, clear pieces. Large

test specimens will probably run somewhat less. Our working stress is 1600# per square inch. In other words, we have a factor of safety of 4 or more. The standard specifications of the American Association of State Highway Officials ( which will undoubtedly be the Bureau standards) provide for an ultimate strength requirement for Class A concrete of 2200# per square inch and a working stress of 650# per square inch, which admits even a lower factor of safety.

I am advising you in regard to this situation in case it comes up for further discussion. Perhaps the Bureau will consent to reconsider; in which case, the matter will be settled. If the matter comes up for further discussion I will confer with you about the same.

Very truly yours,

Bridge Engineer.

CBMcC:RP

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

May 27, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #111-A, Myrtle Point-North section of the Coos Bay-Roseburg Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

We also enclose one copy of the estimate which was used as the basis for the amended project agreement.

Yours very truly,
C. H. PURCELL, District Engineer,

By
Acting

Oregon Federal Aid Project No. 111, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on December 10, 1924, by the State Highway Commission of Oregon, and on January 9, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 111, Section A; and

WHEREAS, the said State Highway Commission has requested that the plans, specifications and estimates approved for said Section A of said project be revised to provide for construction of a bridge over North Fork Coquille River, and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $39,116.00 to $94,512.00, and that the Federal funds approved and set aside to the credit of said Section A be increased from $23,914.24 to $56,707.20:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of fifty-six thousand, seven hundred seven and 20/100 dollars ($56,707.20)

as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States prorata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of fifty-six thousand, seven hundred seven and 20/100 dollars ($56,707.20), certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of ninety-four thousand, five hundred twelve and 00/100 dollars ($94,512.0), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24 th day of April, 1925, and the Secretary of Agriculture on the 14th day of May, 1925.

STATE HIGHWAY COMMISSION OF OREGON

By W M Lively
Chairman, State Highway Commission

By H B Van Duzer
Member, State Highway Commission

By Wm Hunt
Member, State Highway Commission

C W Marvin
Acting Secretary of Agriculture

1178

AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 46+00 near the west limits of Myrtle Point and survey station 124+88.9 about one mile north of Myrtle Point,

locally known as the Coos Bay-Roseburg Highway, Coos County, being Section A of Oregon Federal Aid Project No. 111 as approved by the Secretary of Agriculture on August 26, 1924, and designated in the records of this Department as Section A of Project No. 111, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 94,512.00 in lieu of the $23,914.24 approved by Certificate of Jan. 9, 1926, Section A of as the total estimated cost of said project, and the sum of $ 56,707.20/ as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 61.15673 per cent of said total estimated cost.

Done at the city of Washington, this 14th day of May one thousand nine hundred and twenty five, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4929

April 20, 1925.

County Court of Coos County,
Coquille, Oregon.

Gentlemen:

Attached please find a copy of contract No. 773 covering the construction of a bridge over the North Fork of the Coquille River near Myrtle Point on the Coos Bay-Roseburg Highway in Coos County, awarded to Pat Hennessey by the Highway Commission on February 26, 1925. This copy is for your records and files as you are cooperating on the construction of this bridge.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

LM

Encl.

FR 111

March 17, 1936

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Myrtle Point-North Section, Oregon Project No. 111.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeBouzek

Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO.111

Myrtle Point-North Section of the Coos Bay-Roseburg Highway in Coos County.
(Estimate as basis for modified agreement. Project revised to cover contract prices on bridge over North Fork of Coquille River.)

Salem, Oregon, March 11, 1925

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 720.00 |
| 37,000 | Cu.yds. | Common Excavation | .35 | 12,950.00 |
| 4,500 | Cu.yds. | Intermediate Excavation | .70 | 3,150.00 |
| 5,000 | Cu.yds. | Solid Rock Excavation | 1.50 | 7,500.00 |
| 45,000 | Stn. yd. | Overhaul | .06 | 2,700.00 |
| 150 | Lin.Ft. | 12" Culvert Pipe | 1.50 | 225.00 |
| 70 | Lin.Ft. | 18" Culvert Pipe | 3.50 | 245.00 |
| 75 | Lin.Ft. | 4' x 4' Cedar Culverts | 12.00 | 900.00 |
| 4 | Cu.yds. | Class "C" Concrete | 35.00 | 140.00 |
| NORTH FORK COQUILLE RIVER BRIDGE | | | | |
| 720 | Cu.yds. | Excavation | 1.50 | 1,080.00 |
| 70 | Cu.yds. | Excavation below plans | 3.00 | 210.00 |
| 1,800 | Lin.Ft. | Foundation Piling | .40 | 720.00 |
| 12,000 | Lin.Ft. | Approach Piling | .70 | 8,400.00 |
| 60 | Cu.yds. | Class "A" Concrete | 20.00 | 1,200.00 |
| 165 | Cu.yds. | Class "B" Concrete | 18.00 | 2,970.00 |
| 60 | Cu.yds. | Class "D" Concrete | 20.00 | 1,200.00 |
| 21,000 | Lbs. | Metal Reinforcement | .07 | 1,470.00 |
| 42 | M-FBM | Lumber & Timber | 50.00 | 2,100.00 |
| 125,000 | Lbs. | Structural Steel | .06 | 7,500.00 |
| 1,990 | Lin.Ft. | Trestle Superstructure | 17.00 | 33,830.00 |
| | | Sub-total | | 85,920.00 |
| | | 10% Engr. & Cont. | | 8,592.00 |
| | | | | $ 94,512.00 |

Length of Project 1.455

Cost per mile including Bridge $63,303.41
Cost per mile excluding Bridge $36,199.59

| | |
|---|---|
| State Funds available | 37,804.00 |
| Federal Aid Requested | 56,707.20 |
| | 94,512.00 |

FORM 8A 55570 1000-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

6 PH

# OREGON STATE HIGHWAY COMMISSION

[illegible]
Marshfield, Oregon.
Mar. 16, 1925.
Box 151.

IN YOUR REPLY PLEASE
REFER TO FILE NO.

MAR 17 1925

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

Herewith letter from Van Scoy regarding conference he had with a Southern Pacific engineer relative to encroachment on their right-of-way near Myrtle Point.

Think that this letter is further proof that your view of the situation is the correct one so will do nothing more regarding it now.

Very truly yours,

W. E. Cunningham,

Division Engineer.

WEC/B

RECEIVED
MAR 22 1926
MARSHFIELD DIV.

Coquille Ore
March 11/26

MAR 17 1926

Mr V.C. Chevalier
Northern State Ry
Portland -

In regard to our interview on the S.P. Ry. Right of way on the Myrtle Point North East Coos Bay Portion, Sta. 112 to 120.

On about Dec 12/1924 a maintenance of way engineer for the S.P. Ry. (I do not recall his name now) went over this road with me. You were out of town that day and Becky called me up telling about this engineer wishing to go on the ground.

This engineer asked me if the state might its full 60 ft of width and I told him that we wanted only enough to build on, as the 60 feet in places would run us to his tracks. He then said that they might 10 feet in the clear from C & road to make rooms for ditches. We then looked over from Sta. 111+66 to 114 where the room between the track & Hwy is very limited. He asked me what we could do in here to give him full 10 feet from C of track. I suggested that we could put in cedar bulkheads about 3 to 4 feet high. I did object to concrete construction but mentioned this to him. However he did not mention this

H. E. Wilson
Office Engineer

HEW:L

cc-J.M. Bowers
Office

latter form of construction but seemed satisfied with same. Of course the engineer was not in a position to say definitely what would satisfy his people but I got the impression that he would report favorably on this infringement. As a matter of fact if this outlet between Stations 111+66 - 114 is either bulkheaded ~~too~~ 3 feet high or had some large riprap there is no condition that has been changed from the road as it was. In fact the drainage when we complete this road will be better for the S.P.Co. than it was before.

Yours truly
Paul Vanderveer
Asst Engr.

H. E. Foster
Office Engineer

REP L

cc-J.M. Devers
Office

OREGON STATE HIGHWAY COMMISSION

March 6, 1925

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

After reading again Mr. Dey's letter of December 20th in regard to the encroachment north of Myrtle Point, we have concluded that while for some reason the railway officials do not want to grant an easement for encroachment beyond that now made by the county road, they would not oppose the construction of the highway in accordance with our present plans. Possibly they do not want to give an easement over property that they are not sure they own, or possibly they do not want the matter to come to the attention of the officials higher up. At any rate, we believe that they are inclined to "wink and say nothing", and if this is the case, we might as well discontinue negotiations with them, and proceed to build our road.

In case you have observed anything that would indicate that the above conclusion is not correct, and that the company will oppose our construction, please advise at once. Also please advise what progress has been made in the highway construction at this point.

In Mr. Dey's letter, complaint is made that the contractor has allowed earth and rock to fall or roll upon the railway roadbed and into the railway ditches. If this is the case, the contractor should be instructed to remove the materials and to use care in his future operations so that there will be nothing to force the company to some attitude other than that which we believe they now hold.

As a suggestion, we might state that a toe wall for the embankment between Stations 111+50 and 114+00 would be effective in preventing a considerable part of that portion of the encroachment which is objectionable from the standpoint of the Railway Company.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc-J.M. Devers
Office

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

[redacted]
Marshfield, Oregon.
Mar. 5, 1925.
Box 151.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

Mr. S. H. Probert,
Office Engineer,
Salem, Ore.

RECEIVED
MAR 5 1925
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Herewith our file of correspondence on the encroachment on the Southern Pacific right-of-way near Myrtle Point. My letter of November 28th covers the situation, and do not see what more can be said.

I must go to Brookings tomorrow morning to return Saturday.

It appears to me by looking at the cross-sections that we can hold just about all we are asking as we are on the old road which must have been there before the railroad.

Will go into this further when I come back if you cannot get it cleared up, will go to Portland if necessary.

Please return correspondence.

Very truly yours,

WM. E. CHANDLER,

Division Engineer.

WEC/B

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

February 2, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #111-A, Myrtle Point-North section of the Coos Bay-Roseburg Highway. We enclose herewith an original copy each of the agreement and ceftificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Form P. R. 2

State Oregon

Project No. 111, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of December, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 29th day of July, 1924, a project statement, which was approved by the Secretary on the 26th day of August, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project Section A of surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 27th day of August 1924, and approved by the Secretary on the 9th day of Jan., 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-three thousand, nine hundred fourteen and 24/100

dollars ($23,914.24) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 46+00 near the west limits of Myrtle Point and survey station 124+88.9 about one mile north of Myrtle Point,

.....terminal points, a distance of 1.42 miles, known locally as the Coos Bay-Roseburg Highway, Coos County, being Section A of Oregon Federal Aid Project No. 111 as approved by the Secretary of Agriculture on August 26, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will later submit plans, specifications and estimates and enter into project agreements to cover the remaining mileage of said Oregon Project No. 111 as approved by the Secretary of Agriculture on August 26, 1924.

(d) The Highway Department hereby agrees that, immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(e) No payment on account of the United States share of the cost of this project shall be made unless and until rights of way satisfactory to the Secretary of Agriculture shall have been obtained for those portions of the project which encroach upon the property of the Southern Pacific Railroad.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed

(*a*) the said sum of twenty-three thousand, nine hundred fourteen and 24/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of thirty-nine thousand, one hundred sixteen and 00/100

Section A of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237, Laws of 1917 (Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(b) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 9th day of January, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By I. H. Blanchard
Member, State Highway Commission
(Title of officer.)

[SEAL.] By W. H. Malone
Member State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.] C. W. Marvin
ACTING *Secretary of Agriculture.*

STRICKEN OUT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 46+00 near the west limits of Myrtle Point and survey station 124+88.9 about one mile north of Myrtle Point, locally known as the Coos Bay-Roseburg Highway, Coos County, being Section A of Oregon Federal Aid Project No. 111 as approved by the Secretary of Agriculture on August 26, 1924, and designated in the records of this Department as Section A of Project No. 111, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 32,116.00 as the total estimated cost of Section A of said project, and the sum of $ 23,914.24 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 61.13473 per cent of said total estimated cost.

Done at the city of Washington, this 9th day of January one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4520

09 111

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

January 15, 1925.

RECEIVED
JAN 17 1925
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are sending you herewith one copy of the estimate which was used as the basis of the project agreement covering Oregon Federal Aid project #111-A, Myrtle Point-North section.

Yours very truly,
C. H. PURCELL, District Engineer,

By C. Anderson
Acting

W.D.

Project No. 111

OREGON STATE HIGHWAY DEPARTMENT

MYRTLE POINT-NORTH SECTION OF THE COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY
(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, Sept. 19, 1934

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 750.00 |
| 57,000 | Cu. yds. | Common Excavation | .35 | 19,950.00 |
| 4,500 | " | Intermediate " | .70 | 3,150.00 |
| 5,000 | " | Solid Rock " | 1.50 | 7,500.00 |
| 45,000 | Sta. Yds. | Overhaul | .06 | 2,700.00 |
| 150 | Lin.Ft. | 12" Culvert Pipe | 1.50 | 225.00 |
| 70 | " | 18" " " | 3.50 | 245.00 |
| 75 | " | 4' x 4' Cedar Culverts | 12.00 | 900.00 |
| 4 | Cu. yds. | Class "C" Concrete | 35.00 | 140.00 |
| | | Sub-Total | | 35,660.00 |
| | | 10% Engr. & Cont. | | 3,456.00 |
| | | Total | | $39,116.00 |

Length of Project 1.493

Cost per mile 26,199.59

| | | |
|---|---|---|
| State Funds Available | 16,201.76 | |
| Federal Aid Requested | 23,914.24 | (61.136735) |
| | 39,116.00 | |

Examined and Recommended For Approval
Date 11-26-34

Federal Funds Recommended

(North Fork of Coquille River Bridge Not included as this structure probably will not be contracted until next year and the present federal funds available are now becomming exhausted)

U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS
PRICES NOT APPROVED FOR FINAL ACCOUNT CONDITIONS

320-11

January 10, 1925

Mr. W.H. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of January 7th requesting the return of the map submitted sometime ago to show the encroachment of the Coos Bay-Roseburg Highway, upon the right -of-way of the Southern Pacific R.R.Co., at a point north of Myrtle Point.

We find that the map which you submitted was not preserved and we are therefore sending to you a brown line copy of the tracing which was made up in this office.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

CC

...CHAIRMAN
...PORTLAND
...CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

Marshfield, Oregon.
Jan. 6, 1925.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

Some time ago we sent in a small map showing where our line encroaches on the right-of-way of the Southern Pacific on the Myrtle Point-North section. Will you please return that map for our use in developing further data.

Very truly yours,

WM. E. CHANDLER,

Division Engineer.

Sent 1/10/25 JOM

By John Beakey

ANSWERED
S.H.Probert

Form No. 33—391—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Dec 14 NOTED, 1934
State Highway Engineer

Job Name Myrtle Point North. Week from Dec 1 to Dec 14

Mail Address Coquille Ore

Highway Coos Bay Roseburg

Telegraph or Telephone Address " "

County Coos Job Prefix 6P H

Express and Freight Address " "

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Station Crew of 11 men finished up the
week work between Station 117-125+.
Some of the fill here cannot be completed
till summer but the cut will all be taken
out.
This portion will probably be planked till summer
as the road is very bad.

RECEIVED
DEC 15 1934
HIGHWAY ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed Paul Fouston

Title Engineer

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

PUBLIC ROADS.

PR 111

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of October 25th relative to the encroachment upon the property of the Railroad Company between Station 111 and 122 on the Myrtle Point-North Section, Oregon Project No.111.

Mr. Devers advises us that the matter has been taken up with the Railroad Company, but has not yet been definitely settled. However, we may state that no difficulty in this regard is anticipated.

It will, therefore, be satisfactory to us for you to carry out your suggestion of inserting the clause in the project agreement stipulating that no federal funds will be paid until the right-of-way has been definitely secured.

Yours very truly,

ROY A. KLAIR
State Highway Engineer.

By.
S. H. Probst,
Office Engineer

Dict. by J.W. DeSousa/M.

cc

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

REFERRED TO
S. H. P.
FEB 1 1924

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 25, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Execution of the Project Agreement for Oregon 111, Myrtle Point Section, has been held up pending a satisfactory showing as to a grant or lease from the Railroad Company, covering the encroachment between Stations 111 and 122.

If you have an agreement with the Railroad Company we should have four copies to submit as a part of the P. S. & E.

If you have not yet secured a written agreement, a clause could be inserted in the Project Agreement, stipulating that no payment of Federal funds will be made on the project until a satisfactory right of way has been secured.

Will you please advise as to how you wish this matter to be handled?

Very truly yours,

C. H. PURCELL, District Engineer,

By _____
Acting.

Bureau of Public Roads,.
New Post Office Bldg.,
Portland, Oregon

October 1, 1934

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for Project Agreement on the Myrtle Point-North Section, Oregon Federal Aid Project No. 111.

As stated on the estimate, the contract for construction of the bridge over the North Fork Coquille River probably will not be let until some time next year. Owing to the fact that we are now reaching the limitation of Federal Funds available, we would like to have the agreement for the project executed without setting aside from the present allotment any sum for the structure.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. E. Probert
Office Engineer

Dict. by J. W. DeSouza/Ll

cc

Project No. 111

OREGON STATE HIGHWAY DEPARTMENT

MYRTLE POINT-NORTH SOUTH OF THE COOS BAY-
ROSEBURG HIGHWAY IN COOS COUNTY
(Estimate as basis for project agreement.
Based on contract prices.)

Salem, Oregon, Sept. 29, 1924

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 750.00 |
| 57,000 | Cu. yds. | Common Excavation | .35 | 19,950.00 |
| 4,500 | " | Intermediate " | .70 | 3,150.00 |
| 5,000 | " | Solid Rock " | 1.50 | 7,500.00 |
| 45,000 | Sta. Yds. | Overhaul | .06 | 2,700.00 |
| 150 | Lineal ft. | 12" Culvert Pipe | 1.50 | 225.00 |
| 70 | " | 18" " " | 3.50 | 245.00 |
| 75 | " | 4' x 4' Concr Culverts | 12.00 | 900.00 |
| 4 | Cu. yds. | Class "C" Concrete | 35.00 | 140.00 |
| | | | Sub-Total | 35,660.00 |
| | | | 10% Engr. & Cont. | 3,456.00 |
| | | | Total | $39,116.00 |

Length of Project 1.493

Cost per mile 26,199.59

| | | |
|---|---|---|
| State Funds Available | 15,201.76 | |
| Federal Aid Requested | 23,914.24 | (61.136735) |
| | 39,116.00 | |

Federal Funds Recommended _____

(North Fork of Coquille River Bridge Not Included as this structure probably will not be contracted until next year and the present Federal funds available are now becoming exhausted.)

STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

BR 111

## ESTIMATE OF COST - BRIDGE #1056

Over North Fork of Coquille River

Oregon Federal Aid Project

#111

| | | |
|---|---|---|
| Excavation | 700 cu. yds. at $3.00 | $2100.00 |
| Exc. below elevation shown | 70 cu. yds. at $6.00 | 420.00 |
| Foundation Piling | 1500 lin. ft. at .60 | 900.00 |
| Approach piling | 12000 lin. ft. at .50 | 6000.00 |
| Class B Concrete | 165 cu. yds. at 22.00 | 3630.00 |
| Class A Concrete | 60 cu. yds. at 24.00 | 1440.00 |
| Class B Concrete | 60 cu. yds. at 25.00 | 1500.00 |
| Metal Reinforcement | 21000 lbs. at .06 | 1260.00 |
| Lumber | 42M ft. B. M. at 55.00 | 2310.00 |
| Structural Steel | 125000 lbs. at .085 | 10,625.00 |
| Trestle superstructure | 1530 lin. ft. at 14.00 | 21,420.00 |
| | | $49,675.00 |

-16-24

Br Dept. Est.

Le Soue

Form No. 19—22282—6M—6-23

F3-11

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Sept 21, 1923

Job Name Vaughn Creek Work

Week from Sept 14 to Sept 20

Mail Address Coquille Ore.

Highway Coos Bay-Lakeside

Telegraph or Telephone Address " "

County Coos Job Prefix 1-DH

Express and Freight Address " "

S.H. 111

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Started work clearing on the latter part of last week. Work from the "Y" to Lakeside is progressing fairly well. Four units from Marshfield have moved by about 5 teams to date. Will have 400-500 by next week.

RECEIVED
SEP 22 1924
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Vaughn

Title Res. Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* 1½

*Miles completed* —

*Miles completed except finishing* —

*Miles covered by contractor's forces* 0?

*Miles cross-sectioned* 0?

*Miles cross-sections completed and checked* —

*Miles to be remeasured* —

*Number men in Engineering Party* 3

*Contractor's average force for week* 20 men,

1 teams, — steam shovels

*Grading work will be completed about* July 31/45

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project*

*Miles completed*

*Miles partially done*

*Average daily yardage placed this week*

*Average daily yardage necessary to complete on time*

*Contractor's average force for week* men,

teams, trucks

*Percentage of total required yardage now in place*

*Surfacing will be completed about*

*Number men in Engineering Party*

## SURVEYS

*Total mileage at section to be surveyed* —

*Miles of preliminary staked*

*Miles of location staked*

*Per cent of field work complete*

*Per cent of office work complete*

*Number of days worked on this project*

*Number of men in party*

*Salary expense this week*

*All other expense this week*

*Previous total expenditure this survey*

*Total expenditure including this week*

*Survey will be completed about*

*Completed survey will cost about*

*Per mile cost of survey will be about*

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project*

*Miles paving completed*

*Average daily sq. yds. this week*

*Miles shoulders completed both sides*

*Contractor's average force for week* men,

teams, trucks

*Percentage of total required yardage now in place*

*Job will be completed about*

*Number men in Engineering Party*

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* [illegible] *Percentage* 100

*Other jobs* *Percentage*

*Other jobs* *Percentage*

*Other jobs* *Percentage*

September 11, 1924.

Mr. E. L. King, Superintendent,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

In response to your inquiry under date of September 9th (your file 323-5), relative to the elimination of the grade crossings north of Myrtle Point by reason of a relocation on the east side of the tracks, beg to advise that the contract for the grading portion of this project has been awarded to John Hampshire of Grants Pass and it is expected that construction operations will begin at once. After grading operations have advanced sufficiently so that there will be no conflict between contractors' forces, bids will be asked for the bridge structure.

Very truly yours,

State Highway Engineer.

HAK:HI

FORM 2103

# SOUTHERN PACIFIC COMPANY

(PACIFIC SYSTEM)

IN REPLY PLEASE REFER TO
No. 323-3

PORTLAND, OREGON

E. L. KING,
SUPERINTENDENT

Sept. 9, 1924

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Ore.

RECEIVED
SEP 11 1924
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Please refer to your letter of August 20th with reference to elimination of grade crossings near Myrtle Point.

Can you now advise us the present program of the Commission with respect to the time the construction of this project is to be undertaken?

Yours truly,

E. L. King

RQ-111

August 20, 1924.

Mr. E. L. King, Superintendent,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 18th referring to the elimination of the grade crossing near Myrtle Point having special reference to our plans for beginning construction of the relocated section of the state highway north of Myrtle Point.

In reply would say that we are advertising for bids on the grading of this project to be received on August 28th; however, the award of the contract will be subject to the result of the bond election which is to be held in Coos County on August 27th, which will provide the county's share of the funds.

If the bond issue is carried the award will be made promptly, but if not, the project will probably be postponed until after the first of the year. For that reason I am unable to give you a definite answer at this time, but I will be glad to keep your letter in my suspense file and advise you later of the definite award of the contract.

As stated above, if the county's bonds are carried it would be our purpose to award the contract promptly so that the bulk of the grading can be done this fall in order to secure the settlement over the winter before placing of surfacing. We do not anticipate awarding the contract for the bridge work until after the grading work is well advanced.

Very truly yours,

State Highway Engineer.

RAK:LM

FORM 2103

SOUTHERN PACIFIC COMPANY

(PACIFIC SYSTEM)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO

No. 323-3

E. L. KING,
SUPERINTENDENT

August 18, 1924.

Mr. Roy A. Kline,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have a copy of Public Service Commission's Order No. 1110, File 1139, with reference to elimination of grade crossings over Southern Pacific track near Myrtle Point.

We, of course, will have to arrange for appropriation to take care of our part of the work, but I do not want to request this appropriation unless the Highway Commission are planning on going ahead with the work this season.

Will you kindly advise me the Commission's program on this improvement?

Yours truly,

E. L. King

"Attention is Called to the Importance of Preventing Forest Fires."

OG-111

# BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

September 8, 1924

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
AUTOMOBILE
BURGLARY
FIDELITY AND SURETY
PLATE GLASS
SPRINKLER LEAKAGE

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

THE NATIONALE FIRE INSURANCE CO.
OF PARIS, FRANCE
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
FLY WHEEL
ENGINE

State Highway Commission
Salem, Oregon

Re: Contract #754 - Myrtle Point-North Section of the Coos Bay-Roseburg Highway - John Hampshire, Contractor

Gentlemen:

We are sending you under separate cover four books of contract and bond which have been executed.

Trusting these will be found in order, we remain,

Yours truly,

BATES LIVELY & PEARSON

By M. L. Little

MLL:HG

Recd 9/10

August 26th, 1924. PR 111

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to our letter of the 22nd instant, transmitting plans and estimates for the Myrtle Point-North Section, Federal Air Project No. 111.

In this letter it was stated that we wished to designate the portion for which bids are being received on the 28th instant, as Section 111-A. Upon further consideration it appears that it would be desirable to simply consider the entire project as 111, without alphabetical segregation, as it is contracted. Our first contract will cover all of the necessary heavy grading on the entire project. The subsequent contract will cover the surfacing of the entire project, excepting the pavement, and the necessary fine grading required for the preparation of the roadbed for surfacing on the portion from Station 0+00 to the beginning of the city pavement.

The method we are now suggesting will eliminate the necessity of making a segregation of the surfacing estimates to accord with alphabetical sections of the project, and we trust that it will be considered acceptable by you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

Dict. by J. W. DeSouza : TW

August 22nd, 1924.

Mr. C. H. Purcell,
District Engineer,
C/o Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

This is to advise that it is the desire of the State Highway Commission to undertake the construction of that portion of Federal Aid Project No. 111 which lies between Stations 46+00 in the town of Myrtle Point and 124+88.9, approximately one and one-half miles North thereof, and that we wish to designate this portion of the project as project No. 111-A.

We are today sending to you, under separate cover, four blue print copies of the grading plans for this unit, and we are informed by the Bridge Department that plans for the bridge on this unit over the North Fork of the Coquille River, were forwarded to you on August 20th.

We are enclosing herewith an estimate of the cost of the project, which estimate is submitted as an estimate to accompany the plans, but not as the estimate which we desire to have used as the basis for project agreement. The estimate for this purpose will be forwarded to you after the contracts for the work have been let.

Bids for the grading work involved in this project will be received by the State Highway Commission on August 28th. It is likely that we will be ready to advertise the bridge structure for bids to be received sometime in September.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

SHP:TW

Enclosure.

ESTIMATE OF COST TO ACCOMPANY PLANS

OREGON FEDERAL AID PROJECT NO. III-K

Grading and Bridge Construction, Stations 46+00 to 124+88.2 of the Myrtle Point Section of the Coos Bay-Roseburg Highway in Douglas County

OREGON STATE HIGHWAY COMMISSION SALEM, OREGON, AUGUST 22, 1924.

| | | | | |
|---|---|---|---|---|
| **Grading:** | | | | |
| Clearing and Grubbing | All Required | | Lump Sum | $ 2,000.00 |
| Common excavation | 57,000 | cu.yds. | @ $ 0.45 | 25,650.00 |
| Intermediate excavation | 4,500 | " | 0.70 | 3,150.00 |
| Solid rock excavation | 5,000 | " | 2.25 | 6,250.00 |
| Overhaul | 45,000 | yd.sta. | 0.05 | 2,250.00 |
| 12-inch Culvert Pipe | 150 | lin.ft. | 2.00 | 300.00 |
| 18-inch " " | 70 | " | 3.00 | 210.00 |
| 4' x 4' Cedar Culverts | 75 | " | 10.00 | 750.00 |
| Class "C" Concrete | 4 | cu.yds. | 30.00 | 120.00 |
| | | Sub-total | | $40,680.00 |
| | | 10% for Engg.& Contg. | | 4,068.00 |
| | | Total cost of grading | | $ 44,748.00 |
| **Construction of Bridge, Station 26+42 to 31+49:** | | | | |
| Class "B" Concrete | 185 | cu.yds. | @ $24.00 | $ 4,440.00 |
| Metal Reinforcement | 10,000 | lbs. | .06 | 540.00 |
| Structural Steel | 108,000 | " | .09 | 9,720.00 |
| Piling | 11,000 | lin.ft. | .50 | 5,500.00 |
| Trestle Superstructure | 1,367 | " | 15.00 | 20,505.00 |
| Lumber | 60 | M FBM | 45.00 | 2,700.00 |
| Excavation | 500 | cu.yds. | 3.00 | 1,500.00 |
| | | Sub-total | | $45,205.00 |
| | | 10% for Engg. & Contg. | | 4,520.50 |
| | | Total cost of bridge construction | | 49,725.50 |
| | | Estimated total cost of project | | $94,473.50 |

Length of Project 1.51 miles
Cost per mile ( exclusive of bridge), $29,634.44

- - - - -

PR# 111

August 18th, 1924.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

On the profile submitted for the Myrtle Point Section, it was indicated that approximately 3,500 cubic yards of waste material between Stations 111 and 119 would be hauled a considerable distance for use in widening and building up the County road which runs East from about Station 113. This arrangement called for approximately 28,000 yard stations of overhaul, while, from the information which we have at hand, it would seem that these waste materials could be disposed of with overhaul not exceeding 14,000 yard stations.

As this difference in haul amounts to about $700.00, we feel that if the longer haul is to be taken the extra cost of same should be borne by the County, and arrangements for same made by the County as a proposition entirely outside of the project which we are advertising. In view of this condition, we have indicated upon the plans which we are sending out to prospective bidders, that the overhaul upon the waste materials involved will amount to 14,000 yard stations, thus contemplating the disposal of the waste material with the minimum of haul.

If there is any reason why this arrangement is not practicable, please let us know.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

3HP:TW

August 7th, 1926. PRA

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

With reference to your letter of the 6th instant, relative to project statement on the Myrtle Point-North Section, Project No. 111, we regret to advise that we do not find in our files a copy of the letter written by Mr. Henry C. Wallace, Secretary, to Mr. R. A. Booth.

In order that we may be able to make out project statements correctly in the future, we will appreciate having a copy of this letter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

Dict. by J. W. DeCoursa : TW

FORM PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

(Not to be filled in)

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) July 29, 1924.

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Myrtle Point-North Section of Coos Bay-Roseburg Highway.

2. Between control points of official description: (Between a point on the Federal Aid Highway near Upland and a point on the Federal Aid Highway between Port Orford and Coos Bay near Coquille.

3. Between intermediate control points if used: South limits of Myrtle Point and A point one mile north of Myrtle Point.

County of Coos.

4. Length in miles (gross) 2.36 (net) 1.99

5. Preliminary estimate of cost: Total, $120,000; section of road to be first improved, $120,000, of which $50,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: ____ (Amount.)
sufficient to insure completion. Sale of bonds or current income. (Source; refer to statute.)

(*b*) County ____ (Amount.) (Source; refer to statute.)

8—8078

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 6, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to Project Statement for Oregon Federal Aid Project No. 111, Myrtle Point-North Section of the Coos Bay-Roseburg Highway:

We have corrected sheet No. 1 to conform to the requirements of the Bureau as to questions 2 and 3.

The official descriptions of all the routes embraced in the system will be found in a letter to Mr. R. A. Booth, Chairman, State Highway Commission, signed by Henry C. Wallace, Secretary, under date of January 8, 1924.

In filling out question No.2, page 1 of the Project Statement form, it is required that the control points named shall agree with the points named in the letter from Mr. Wallace, however remote they may be from the actual limits of the project.

We have been making these changes in sheet No.1 where the description given did not agree with the official control points, but in this case there was so much to be changed that we made out a new sheet, a copy of which is enclosed for your files.

If you do not locate the letter from Mr. Wallace to Mr. Booth, we shall be pleased to send you a copy for use in making out future project statements.

Very truly yours,

C. H. PURCELL, District Engineer,

By L. W. Davis,
Acting.

Enclosure

August 6th, 1924. PR 111

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

We wish to start immediately the Federal Aid plans for the Myrtle Point-North Section, and it will be necessary that you forward us as soon as possible the cross-sections for the project.

Our records show that you also have the one hundred foot tracings for the section from Station 0 north through the Town. We will need this also for the preparation of the plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

Dict. by J. W. DeSouza : TW

July 31st, 1934. PR 111

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the Myrtle Point-North section of the Coos Bay-Roseburg Highway in Coos County.

We have assigned No. 111 to this project.

Bids for the grading of the portion between the West end of the City pavement in Myrtle Point and the West end of the project will probably be received at the Commission meeting to be held the latter part of September.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

Dict. by J. W. DeSousa : TW

Enclosures

No. 111
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) July 29, 1926

*The Secretary of Agriculture,*
*Washington, D. C.*

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Myrtle Point-North Section of Coos Bay-Roseburg Highway.

2. Between control points of official description: uncompleted gap at Myrtle Point and

3. Between intermediate control points if used: Station 0+00 and Station 124+88.9

County of Coos

4. Length in miles (gross) 2.36 (net) 1.99

5. Preliminary estimate of cost: Total, $120,000.00; section of road to be first improved, $120,000.00, of which $80,000.00 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) sufficient to insure completion. Sale of bonds or current income. (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—8073

Division Engineer.

(Date to be filled in)

Funds for maintenance to be provided by State, from the following

(State or (and) county.)

Resolution of August 7, 1917, Chapter 287, Laws of 1917

(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Salem, Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

none

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department.)

By

CHAIRMAN

(Title of officer.)

By

COMMISSIONER

(Title of officer.)

By

COMMISSIONER

(Title of officer.)

8—5073

WSC/D

Division Engineer.

-602X

**OREGON STATE HIGHWAY COMMISSION**

Salem

Marshfield, Oregon.
June 12, 1923.
Box 151.

B.R. 111

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Herewith enclosed estimate and list of plans being sent by express, for the project through Myrtle Point connecting up the Bridge-Myrtle Point and the Myrtle Point-Coquille sections of the Coos Bay-Roseburg Highway.

I understand Coos County has not money this year to put this entire project on but want to grade and gravel the section north of the Railroad Crossing or from Sta. 111/50 to Sta. 125/88. This to be done on the location that will eliminate both Railroad Crossings.

The estimate for this is as follows:

| | | | | | | |
|---|---|---|---|---|---|---|
| Clearing and Grubbing | | Lump sum | $200.00 | | | $200.00 |
| Excavation Common------- | 2226 | plus 274 for slide-- | 2500 | @ | $00.45----- | 1125.00 |
| " Intermediate | 2226 | " 274 " " | 2500 | @ | 00.60----- | 1500.00 |
| " Solid Rock--- | 4453 | " 547 " " | 5000 | @ | 1.00----- | 5000.00 |
| Overhaul | 34360 | " 3640 " " | 38000 | @ | 0.05----- | 1900.00 |
| 12" Plain Concrete Culvert 100 lin. ft. | | | | @ | 3.00 | 300.00 |
| Surfacing 600 cu. yds. | | | | @ | 3.00 | 1800.00 |
| Maintenance 100 cu. yds. | | | | @ | 3.00 | 300.00 |
| | | | | | | 12125.00 |
| Engineering 10% | | | | | | 1212.50 |
| | | | | | Total----- | $ 13337.50 |

This work will eliminate a bad piece of road and help the sight distance on the Railroad Crossing. There will remain approximately 1000 feet of very bad old trestle which is in danger of collapse at any time and should be repaired for safe travel.

Very respectfully yours,

(Sd) W. E. Chandler

Division Engineer.

WEC/B

## ESTIMATE OF MYRTLE POINT SECTION

### G R A D I N G

| | | | | | | |
|---|---|---|---|---|---|---|
| Clearing and grubbing | All | | | | | $ 500.00 |
| Excavation, common | cu. yds. | 4586 | @ | $ 0.40 | | 1834.40 |
| " side borrow. | " " | 52246 | @ | 0.30 | | 15673.80 |
| " intermediate | " " | 4086 | @ | 0.55 | | 2247.30 |
| solid rock | " " | 4453 | @ | 1.00 | | 4453.00 |
| Overhaul | sta. " | 35143 | @ | 0.05 | | 1757.15 |
| 12" Concrete Pipe | lin. ft. | 150 | @ | 3.00 | | 450.00 |
| 18" Reinfor. Con. Pipe | " " | 65 | @ | 5.00 | | 325.00 |
| 4' X 4' Cedar Log Culv. | " " | 75 | @ | 9.00 | | 675.00 |
| Gravel Surfacing | cu. yds. | 3300 | @ | 3.00 | | 9900.00 |
| " Maintenance | " " | 400 | @ | 3.00 | | 1200.00 |
| Force Account Scarifying | | | | | | 500.00 |
| | | | | | $ | 39515.65 |
| Engineering 10% | | | | | | 3951.57 |
| Total For Grading | | | | | $ | 43467.22 |

### B R I D G E

| | | | | | |
|---|---|---|---|---|---|
| Concrete Class "A" | cu. yds. | 9 | @ | $ 30.00 | $ 270.00 |
| " " "B" | " " | 165 | @ | 25.00 | 4125.00 |
| Metal Reinforcing | Lbs. | 4000 | @ | .06 | 240.00 |
| Piling | Lin. Ft. | 11664 | @ | .50 | 5832.00 |
| Approach | F. B. M. | 395000 | @ | 45.00 | 17775.00 |
| 120' Howe Truss | 1 | 1 | @ | | 9000.00 |
| Excavation | Cu. Yds. | 800 | @ | 4.00 | 3200.00 |
| | | | | | 40442.00 |
| Engineering 10% | | | | | 4044.00 |
| Total, for Bridge | | | | | 44486.00 |

| | |
|---|---|
| GRADING | $ 43467.22 |
| BRIDGE | 44486.00 |
| GRAND TOTAL | $ 87953.22 |

Statement of distances within Myrtle Point City Limits, amount expended and amount yet to be spent.

| | | | | | |
|---|---|---|---|---|---|
| 8355 | lin. ft. | within City of Myrtle Point | | | |
| 1005 | " " | built by State and County, | Approx. cost | $ | 3500.00 |
| 1946 | " " | paved | | | |
| 2634 | " " | graded, cost to improve | | | 2500.00 |
| 2770 | " " | new work, cost | | | 13500.00 |
| | | | | | 19600.00 |
| Engineering 10% | | | | | 1960.00 |
| | | | | $ | 21560.00 |

CONTRACT# 756,

SEE:

CONTRACT# 386

75¢ SEE: Contract 38¢

CONTRACT #757,
784

PR 112 Umatilla Bridge 1924-1926

757.784

Prosser Wn 4/9/26.

Roy a. Klein. State Highway Engineer.

Salem. Oregon.

Dear Sir. Yours of the 2nd in regard to a claim of J B West, against me, for labor and services rendered in connection with my contract for the grading of the approaches to the Umatilla River Bridge. received. Mr West was settled with in full for his work as per agreement.

Respectfully Yours

C. L. Brown.

By. F. L. K.

April 6, 1926.

Mr. O. S. Brown,
Prosser, Washington.

Dear Sir:

Herewith enclosed please find certified copy of notice of the claim of J. B. West against yourself for the sum of $607.35 it being for services rendered you in connection with your contract for the grading of the approaches to the bridge over the Umatilla River at Umatilla. This notice is sent to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

Cop 112

April 6, 1926.

United States & Guaranty Company,
c/o Mr. C. C. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of the notice of claim of J. B. West against O. S. Brown in the sum of $607.85 being for services rendered Mr. Brown in connection with his contract for the grading of approaches to the bridge over the Umatilla River at Umatilla, Oregon.

The original of this notice has been filed in the office of the Secretary of State by Proebstel & Schmidt, attorneys, Pendleton, Oregon, and we have been requested to send you this certified copy by the Secretary of State as you appear as surety on the bond furnished in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#784-300-D-1
pg 112

April 6, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Dear Sir:

We acknowledge receipt of your letter of the 2nd inst. enclosing three certified copies of notice of the claim which has been filed in your office by Proebstel & Schmidt, attorneys, Pendleton, Oregon, being the claim of J. B. West for services rendered O. S. Brown in the sum of $607.85 in connection with his contract for the grading of the approaches to the new bridge over the Umatilla River At Umatilla, Oregon, on the Columbia River Highway.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer.
Chief Clerk.

HBG:LM

C N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

April 2, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Proebstel & Schmidt, Attorneys at Law, Pendleton, Oregon, and filed as of this date, a notice of claim by J. B. West for services rendered in the sum of $607.35 against the bond taken from O. S. Brown, principal, and the United States Fidelity and Guaranty Company, surety, for the grading of the approaches to and the construction of the bridge over the Umatilla River at Umatilla, Oregon, on the Columbia River Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

COPY

United States of America

STATE OF OREGON

NOTICE OF CLAIM

To the State of Oregon and

To Sam A. Kozer, Secretary of State of the State of Oregon.

Notice is hereby given that the undersigned, J. B. West, has a claim for labor and services rendered in the grading of the approaches to and in connection with the construction of the bridge over the Umatilla River at Umatilla, Oregon, said bridge being a part of the State Highway, commonly known and designated as the Columbia River Highway, in the sum of $607.35 against the bond taken from O. S. Brown as principal and the United States Fidelity and Guaranty Company as surety on such bond for the grading of the approaches to and the construction of the said bridge.

Dated this 31st day of March, 1926.

J. B. WEST

File No. 512
J. B. West, Claimant, vs O. S. Brown and United States Fidelity and Guaranty Company, Defendants. NOTICE OF CLAIM.
Filed April 2, 1926, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of J. B. West for services rendered in the sum of $607.35 against the bond taken from O. S. Brown, principal, and the United States Fidelity and Guaranty Company, surety, for the grading of the approaches to and the construction of the bridge over the Umatilla River at Umatilla, Oregon, on the Columbia River Highway, with the original notice of claim filed in the office of the Secretary of State on April 2, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 2nd day of April, A. D. 1926.

Sam A. Kozer

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of J. B. West for services rendered in the sum of $607.35 against the bond taken from O. S. Brown, principal, and the United States Fidelity and Guaranty Company, surety, for the grading of the approaches to and the construction of the bridge over the Umatilla River at Umatilla, Oregon, on the Columbia River Highway, with the original notice of claim filed in the office of the Secretary of State on April 2, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 2nd day of April, A. D. 1926.

Sam A. Kozer
Secretary of State

By _____
Deputy

April 2, 1926.

Mr. O. S. Brown,
Prosser, Washington.

Dear Sir:

This letter is to advise you that we have today received notice from Probstel & Schmidt, attorneys at law, Pendleton, Oregon, setting forth the claim of Mr. J. B. West against you in the sum of $600, it being for labor and services rendered you in connection with your contract for the grading of the approaches of the Umatilla River Bridge at Umatilla, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

09-112

April 2, 1926.

United States Fidelity & Guaranty Company,
c/o Mr. C. O. Price, Manager,
1206 Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Mr. O. H. Brown in connection with his contract for the grading of the approaches to the Umatilla River Bridge at Umatilla, Oregon, that we have today received from Proebstel & Schmidt, attorneys at law, Pendleton, Oregon, notice of the claim of Mr. J. B. West against Mr. Brown in the sum of $600, it being for labor and services rendered him in connection with his contract for the construction of this bridge.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#784-3002-1
09-12

April 2, 1926.

Probstel & Schmidt,
Attorneys at Law,
County Court House,
Pendleton, Oregon.

Gentlemen:

Complying with your request of the 1st inst., we are mailing to you herewith certified copy of state highway contract No. 784, awarded to O. S. Brown for the grading of the approaches to the Umatilla River bridge at Umatilla, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

PROEBSTEL

FRED E. SCHMIDT

APR 2 1926

**PROEBSTEL & SCHMIDT**
ATTORNEYS AT LAW
COURT HOUSE

PENDLETON, OREGON. April 1, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen:- Enclosed herewith please find application for certified copy of contract and of bond with affidavit attached, in connection with construction of the Umatilla River Bridge at Umatilla, being a part of the Columbia River Highway. Will you kindly send these copies to us.

#784 Bond of Umatilla

Very truly yours,

Proebstel & Schmidt.
Per. P.E.S.

designated as the Columbia River Highway, and application is likewise made for a certified copy of the penal bond executed by the said O.S. Brown and surety or sureties as required by Section 2991, Oregon Laws, before engaging in the prosecution of the work provided for in said contract. This application is based upon the affidavit hereto attached and made a part of this application.

J B Aubert

Lewiston, Idaho March 31, 1926
~~Pendleton, Oregon November 21, 192~~

To the State Highway Commission of the State of Oregon

and the Secretary of said Commission,

Salem, Oregon.

Application is hereby made to the aforesaid Commission by J. B. West of ~~Umatilla County, Oregon~~ Nez Perce County, Idaho, for a certified copy of that certain contract between one O.S.Brown and the Highway Commission of the State of Oregon, wherein and whereby the said O. S. Brown contracted with the said Highway Commission of the said State of Oregon for grading the approaches to and other work in connection with the construction of the Bridge over the Umatilla River at Umatilla, Oregon, said bridge being a part of the State Highway commonly known and designated as the Columbia River Highway, and application is likewise made for a certified copy of the penal bond executed by the said C.S.Brown and surety or sureties as required by Section 2991, Oregon Laws, before engaging in the prosecution of the work provided for in said contract. This application is based upon the affidavit hereto attached and made a part of this application.

J B West

STATE OF ~~Oregon~~ Idaho,

County of ~~Umatilla~~ Nez Perce. ss.

I, J. B. West, being first duly sworn, depose and say: That I am a resident and inhabitant of the County of ~~Umatilla~~ Nez Perce, State of ~~Oregon~~ Idaho; that I rendered labor and services for and in behalf of O.S. Brown, the original contractor with the State Highway Commission of the State of Oregon, for the grading of the approaches to and other work in connection with the construction of the bridge over the UMatilla River at Umatilla, Oregon, said bridge being a part of the State Highway, commonly known and designated as the Columbia River Highway; that I rendered such services by virtue of a sub-contract made and entered into by the said O.S. Brown and myself; that payment for the said labor and services so rendered by myself for the said O.S. Brown has not been paid in full; that the said O. S. Brown is still indebted to me in excess of the sum of Six Hundred Dollars for labor and services so rendered; and that I make this affidavit in support of an application for a certified copy of the Contract and Bond entered into by the said O.S. Brown and the State Highway Commission of the State of Oregon.

J B West

Subscribed and sworn to before me this ~~31st~~ March, 1926. day of ~~November, 1925~~.

E W Lutz

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

July 7, 1925.

RECEIVED
JUL 9 1925
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of final voucher covering Oregon Federal aid project #112, Umatilla Bridge and approaches, which is being returned herewith for correction.

It is noted that in stating the maximum Federal aid, 61.13673% of $49,627.15 or $30,340.41, plus 62.25% of $5,331.90 or $3,319.10, making a total of $33,659.51, is used. We would like to know how the $49,627.15 was computed. Also, it is noted that opposite "Pro rata share of the United States", (61.13673% of $49,627.15 is shown as $33,659.51.) This also is in error. (62.25% of $5,331.90 - Undoubtedly typographical error.)

By again amending the agreement it is possible to obtain 62.25% on the approach work, but since the modification of project agreement as executed limits the Federal share to 61.13673%, it is not possible to obtain 62.25% under the present agreement.

We would suggest that the voucher be limited to 61.13673% of the entire work, as this will mean a decrease of less than $100.00 Federal aid and will avoid a delay in the payment of the final voucher.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Ans. July 9
Rec'd P.R.A.
Letter 7-11-25

OQ-112

June 29, 1928.

United States Fidelity & Guaranty Co.,
C. O. Price, Manager,
1206 Porter Bldg.,
Portland, Oregon.

Dear Sir:

Herewith enclosed please find a copy of the claim of Hull & McNabb against John B. West, subcontractor under O. S. Brown for the construction of the Umatilla River bridge approaches, which claim was received in this office in today's mail. We also enclose a copy of the letter accompanying same for your information.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/cw

encls.

CC #784- CC-P.L-1

09-112

June 29, 1928.

Hall & McNabb,
General Merchandise,
Umatilla, Oregon.

Attention H. B. Hall

Gentlemen:

We have your letter of the 26th inst., advising us of your claim in amount of $226.16 against John B. West, subcontractor under O. S. Brown in connection with the construction of the Umatilla Bridge Approaches.

In reply will say that final payment was made to Mr. Brown in connection with this project on June 25th, the warrant being mailed to him from this office on that date.

For your further information will say that labor and material claims are protected by the bond which is furnished by the contractor. This bond covers the claims incurred by the contractor himself, and also by the subcontractor on the work.

In the event that you have difficulties in collecting from the subcontractor and the contractor you then can file your claim with the bonding company who are equally responsible for the payment of the same. Should you be unsuccessful in securing satisfaction from the bonding company you still have recourse to action in the courts.

The surety on the bond furnished by O. S. Brown in this instance is the United States Fidelity & Guaranty Company for whom C. C. Price is the State Manager. His address is 1208 Porter Building, Portland, Oregon. Complying with our usual custom in matters of this kind, we are today advising the surety company of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

E. McNABB

Umatilla, Oregon, June 26 1925

M J. B. West

IN ACCOUNT WITH

# HULL & McNABB

## GENERAL MERCHANDISE

26, 1925.

Lufkin furnished April 1925 on Umatilla Bridge Fill 22616

John B. West
he was working
a subcontractor

as not paid him,
money from the

ct our claim.

OK John West

Hull

ANSWERED
H. B. G.

E. McNABB

# HULL & McNABB

GENERAL
MERCHANDISE

PHONE 38W2

UMATILLA, OREGON June, 26, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:-

We herewith file claim against John B. West foe $226.16 for supplies furnished while he was working on the Umatilla bridge fill. Mr West was a subcontractor under O. S. Brown.

Mr. West tells us that Brown has not paid him, and Brown claims he has not received his money from the State.

Please advise if you can protect our claim.

Respectfully,

Hull & McNabb

N B Hull

#784
Ref. umatilla Bridge Mortgage
U. S. F. & Co.
Copied 1-20-25 Pate

ANSWERED
H. B. G.

99 112

June 27, 1925.

United States Fidelity & Guaranty Company,
1208 Porter Building,
Portland, Oregon.

Attention Mr. R. A. Leech,
Superintendent of Claims.

Gentlemen:

In reply to your letter of the 25th inst. regarding payment of retained percentage to Mr. O. S. Brown, will say that we are sorry that we cannot comply with your request and hold this payment up until we receive notice from your Seattle office. The check was released to Mr. Brown yesterday, the 26th in compliance with the statement made in our letter to you of June 16th in which it was stated we would make payment to Mr. Brown on or after June 26, 1925.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

CAPITAL PAID IN CASH $ 5,000,000.

# UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE

C. O. PRICE, MANAGER

1208 PORTER BUILDING

BROADWAY 2830

PORTLAND, ORE.,
June 25, 1925.

Re: O. S. Brown - Contract No. 784

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Kindly hold up the payment of the retained percentage to O. S. Brown until you hear from the Seattle Office of the U. S. F. & G. Co. which will be in a few days.

Yours truly,

R L Mason

SUPT OF CLAIMS

S

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

09112

June 24, 1925.

Mr. O. S. Brown,
Prosser, Washington.

Dear Sir:

In reply to your letter of June 23, we have to advise that warrant covering payment for the work performed by you, under your contract for the grading of the approaches to the Umatilla River Bridge will be mailed to you on June 27.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

Forest Grove
June 23rd

Highway department of
Salem Oregon

Dear Sirs

have waited since the 4th
of May for my check and
do not understand the
delay & would be grateful
for the 85 per cent that
is entitled to the first
month but I thought
as it was a small job
it would be all right

can it in one check
and oblige and
me the 82 per - & can
wait on the bal if you
want to hold it
interest is high & it
eats up my little profits
when I wait to long.

Please send this
to me as I and waiting
for it to use on this
milk I have just started

Yours Truly O. S. Brown Fossil

PG-112

June 4, 1925.

United States Fidelity & Guaranty Co.,
c/o Mr. C. C. Price, Manager,
1206 Porter Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of a letter we have today received from Theo. Parks of Umatilla, Oregon, advising of his claim against O. J. Brown in amount $239.08 which claim is in connection with Mr. Brown's contract for the grading of the Umatilla River Bridge Approaches, contract No. 784.

This notice is mailed to you as you appear as surety on the bond furnished by Mr. Brown in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

CC #784-00-PD-1 PG 112

June 4, 1928.

Mr. Theo. Parks,
Umatilla, Oregon.

Dear Sir:

Your letter of the 29th ult. addressed to Mr. C. E. Carter, resident engineer at Pendleton, in which you advise of your account against Mr. O. S. Brown, has been forwarded to this office for reply.

In reply will say that Mr. Brown was awarded highway contract No. 784 for the grading of the Umatilla Bridge Approaches. In connection with this contract he was required to furnish a bond for the purpose of protecting labor and material claims as well as guaranteeing satisfactory completion of the project. The surety on Mr. Brown's bond in this instance is the United States Fidelity & Guaranty Company for whom Mr. C. C. Price, 1206 Porter Building, Portland, Oregon, is manager.

In the event that you cannot secure satisfaction from Mr. Brown suggest that you file your claim with the surety on his bond. If you do not secure satisfaction through the surety you still have recourse to action in the courts as provided by Section 2991 Oregon Laws, mimeographed copy of which is enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

cc: H. M. Baldock, Division Engineer, La Grande, Oregon.

# THEO. PARKS

FLOUR, FEED, HAY AND GRAIN

Umatilla, Oregon

May 28,1925

Mr E.C.Carter

Pendleton Ore.

Dear Sir:-

The following items were purchased from my store by O.S.Brown Who had the contract to fill the approach on the Umatilla bridge.

I wish to file a statement of the account with the State Highway Department.

| | | |
|---|---|---|
| 4/6 | 2000# Rl. Oats | $55.00 |
| | 1 sk.Rl. Wheat | 2.75 |
| | 2250# Hay | 16.90 |
| 4/11 | 3385# " | 25.38 |
| 4/14 | 2000# Lr.Oats | 55.00 |
| 4/15 | 2350# Hay | 17.60 |
| 4/21 | 3815# Hay | 28.60 |
| 4/24 | 5 sks. Rl.Oats | 9.00 |
| 4/22 | 1 sk.St.Salt | .75 |
| 4/27 | 17" RL. Oats | 24.05 |

Total $239.03

Sincerely yours,

T. Leo Parks.

Please advise this man what action to take pers.

#857-30+B

June 2, 1925.

Oregon Surety & Casualty Company,
Dioly & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 757 for the construction of a bridge over the Umatilla River on the Columbia River Highway in Umatilla County has been completed by the contractors, Lindstrom & Feigenson, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 12th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarlands

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

May 27, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #112, Umatilla Bridge on the Columbia River Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Oregon Federal Aid Project No. 112.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on January 15, 1925, by the State Highway Commission of Oregon, and on February 11, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 112; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said project to provide for the construction of earth approaches, thereby increasing the length thereof from 0.082 of a mile to 0.363 of a mile; and by reason thereof has requested that the estimate of cost approved for said project be increased from $52,362.75 to $58,144.35, and that the Federal funds approved and set aside to the credit of said project be increased from $32,012.87 to $34,886.61:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above recited and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of thirty-four thousand, eight hundred eighty-six and 61/100 dollars ($34,886.61), as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following bridge and approaches as described in detail in said surveys, plans and specifications:

Umatilla River Bridge and approaches over the Umatilla River at Umatilla, between survey stations 196+40 and 215+60, on the Columbia River Highway Umatilla County," a distance of 0.363 of a mile.

To Article III shall be added paragraph (d) to read:

"(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon."

Article IV shall read:

"Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of thirty-four thousand, eight hundred eighty-six and 61/100 dollars ($34,886.61), certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of fifty-eight thousand, one hundred forty-four and 35/100 dollars ($58,144.35), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of April, 1925, and the Secretary of Agriculture on the 15th day of May, 1925.

STATE HIGHWAY COMMISSION OF OREGON

By C. M. Luby
Chairman, State Highway Commission

By T. B. Dawson
Member, State Highway Commission

By W. H. Mulvane
Member, State Highway Commission

C. W. Marvine
Acting Secretary of Agriculture

DEPARTMENT TO EXECUTE AGREEMENTS FOR AUTHORITY OF HIGHWAY SEE PROJECT NO. 112 (Originals)

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of ~~a rural post road between~~ Umatilla River Bridge and approaches over the Umatilla River at Umatilla, between survey stations 196+40 and 215+60 on the Columbia River Highway, Umatilla County,

~~locally known as~~

and designated in the records of this Department as Project No. [illegible] State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 38,144.35 in lieu of the $32,012.87 approved by Certificate of February 11, 1925, as the total estimated cost of said project, and the sum of $ [illegible] as the share of the United States, payable under said acts on account of such project, which does not exceed [illegible] per cent of said total estimated cost.

Done at the city of Washington, this 15th day of May one thousand nine hundred and Twenty five, as witness my hand and the seal of the Department of Agriculture.

C. W. Warburton

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4829

WILLIAM DUBY, SALEM, CHAIRMAN
M. S. VAN DUSER, PORTLAND
WM. M. [illegible], SALEM, SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

May 12, 1925 FH 112

Mr. H. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Herewith we are returning to you approved authorizations for surfacing and placing rip rap on the approach fills to the Umatilla Bridge, Federal Aid Project No. 112.

As the contract for grading the approaches is now underway, this work should be charged to the approaches instead of as betterment work.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeShurn:L
Enc.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

**SALEM**

La Grande, Oregon.
May 6, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Herewith order for surfacing approach fills to the Umatilla Bridge. I presume you will not wish to handle this as maintenance but I am simply showing it on this sheet for convenience. The base material we get free for hauling and placing the materials but the top is hauled six miles from our Irrigon stock pile. I spoke to you about this some time ago but neglected to furnish you with the statement of cost. The contractor got through grading earlier than I anticipated and I instructed Carter to start surfacing pending your approval which I trust is satisfactory in this instance.

Very truly yours,

R. A. Baldock

Division Engineer.

RHB M

Please advise prefix

H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon.
May 6, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Herewith betterment order for riprapping the Umatilla approach fills with large gravel. These fills are all sand and it is necessary to rip rap them entirely to the top, otherwise they erode very rapidly, due to wind action. We lost about 25% of the Messner overhead fill before it was protected.

It may be necessary to place a small amount of heavier material at the bottom for additional protection from wave action in high water. However, after this heavy over size gravel is put on we will be more in a position to judge what is required, when completed, and I will discuss this matter further with Mr. Mc Cullough.

The oversize gravel for this purpose will be given us free of charge by the Jones-Scott people of Umatilla. It costs them 25¢ per yard to dispose of it and they will give it to us at their plant free. I anticipate we can haul and place it at $1.00 per yard.

Very truly yours,

R H Baldock

Division Engineer.

RHB M

STATE OF OREGON—STATE HIGHWAY COMMISSION

# MAINTENANCE AND BETTERMENT ORDER FORM

County Umatilla — Class of Work State Force Work (Maintenance or Additions and Betterment)

Highway Old Oregon Trail — Section Prefix ~~30-~~ 30-D-1

Between Morrow County Line — Year 1925 — Acct. Order No. ~~32~~ 553

and Echo — Authorization First (First, Second, Third)

Miles — Date of Submission 5/6/25

Detailed location of ~~work~~ 13 stations— approach fills to Umatilla Bridge.
Stations 197 to 215

Detailed description of work Surfacing approach fills to Umatilla bridge.

Estimates of quantities and costs (Hauling & placing)

| | | |
|---|---|---|
| 300 cu yds base rock | at 1.00 per cu yds | 300.00 |
| 500 cu yds top rock | at 2.00 per cu yd | 1000.00 |
| 150 cu yds binder | at 1.50 per cu yd | 225.00 |
| Supervision and contingencies | | 155.00 |

Rock gravel furnished from f o b l ckers by Jones Scott Co.
Top from Irrigon maintenance pil .

Remarks as to how work is to be handled, by whom, etc. State forces.

Work to be commenced at once. Estimated date of completion

Basis of cooperation in payment

| | |
|---|---|
| Budget allowance for this section . . . | Estimated cost of work to be done under this order as per above estimate . . . . $1,680.00 |
| Total of all previous orders for the section, including previous authorization under this order . . . . . | Amount previously authorized under this order . . . . . |
| Balance in budget . . . . . | Present increase in authorization . |

INSTRUCTIONS: Orders are to be prepared in triplicate, using the blue sheet for the original. The blue and white sheets are to be submitted to the Salem office, and after approval by the State Highway Engineer, the white sheet will be returned to the Division Engineer for his files. The yellow sheet will be retained by the Division Engineer until the white sheet is received back, after which it should be sent to the engineer or superintendent in immediate charge of the work.

Descriptions, estimates and other information given on a revised order should cover work under previous authorizations as well as work under the present authorization, as it is intended that the revised order will replace the previous order of the same number rather than serve as a supplement to it.

Recommended for approval:

R D Baldock
Division Engineer.

Approved:

State Highway Engineer.

STATE OF OREGON—STATE HIGHWAY COMMISSION

# MAINTENANCE AND BETTERMENT ORDER FORM

State Force Work

*County* Umatilla — *Class of Work* ~~Minor Betterment~~ (Maintenance or Additions and Betterment)

*Highway* Old Oregon Trail — *Section Prefix* ~~20-C~~ 30 PD-1

*Between* Morrow County Line — *Year* 1925 — *Acct Order No.* ~~[illegible]~~ 556

*and* Echo — *Authorization* First (First, Second, Third)

*Miles* ..... — *Date of Submission* 5/6/25

*Detailed location of work* At Umatilla Bride.

*Detailed description of work* Rip rap approach fills at Umatilla bridge with large gravel to prevent wind erosion.

*Estimates of quantities and costs*

| | | |
|---|---|---|
| 500 cu yds gravel at 1.00 per cu yd | ——— | $500.00 |
| Contingencies and supervision | ——— | 80.00 |

*Remarks as to how work is to be handled, by whom, etc.* State forces.

*Work to be commenced* at once — *Estimated date of completion* .....

*Basis of cooperation in payment* .....

| | |
|---|---|
| *Budget allowance for this section* . . . ..... | *Estimated cost of work to be done under this order as per above estimate* . . . . $500.00 |
| *Total of all previous orders for the section, including previous authorization under this order* . . . . . ..... | *Amount previously authorized under this order* . . . . . ..... |
| *Balance in budget* . . . . . ..... | *Present increase in authorization* . ..... |

INSTRUCTIONS: Orders are to be prepared in triplicate, using the blue sheet for the original. The blue and white sheets are to be submitted to the Salem office, and after approval by the State Highway Engineer, the white sheet will be returned to the Division Engineer for his files. The yellow sheet will be retained by the Division Engineer until the white sheet is received back, after which it should be sent to the engineer or superintendent in immediate charge of the work.

Descriptions, estimates and other information given on a revised order should cover work under previous authorizations as well as work under the present authorization, as it is intended that the revised order will replace the previous order of the same number rather than serve as a supplement to it.

*Recommended for approval:*

R Marshall
Division Engineer.

*Approved:*

Roy A. Klein
State Highway Engineer.

PR 118

April 5, 1935

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Umatilla Bridge Section, Oregon Project No. 118.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeWoundL

Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT PROJECT No. 218

Umatilla Bridge Section of the Columbia River
Highway in Umatilla County.
(Estimate as basis for modified agreement.
Revised to include contract for approaches.)

Salem, Oregon, April 1, 1925

| | | | | |
|---|---|---|---|---|
| 400 | Cu.yds. | Excavation | 4.00 | 1,600.00 |
| 50 | Cu.yds. | Excavation below plans | 4.00 | 200.00 |
| 150 | Cu.yds. | Class B Concrete | 21.00 | 3,150.00 |
| 830 | Cu.yds. | Class A Concrete | 26.00 | 21,580.00 |
| 330 | Cu.yds. | Class D Concrete | 26.00 | 8,580.00 |
| 165,000 | Lbs. | Metal Reinforcement | .055 | 9,075.00 |
| 875 | Lin.Ft. | Concrete Handrail | 4.50 | 3,937.50 |
| APPROACHES | | | | |
| 11,765 | Cu.yds. | Excavation | .40 | 4,706.00 |
| 11,000 | Sta. yds. | Overhaul | .05 | 550.00 |
| | | Sub-total | | 53,858.50 |
| | | 10% Engr. & Cont. | | 5,285.85 |
| | | Total | | 59,144.35 |

Length of Project 0.363 Miles

Cost per mile including Bridge $160,177.27

Cost per mile exsluding Bridge $ 15,927.27

State Funds Available $ 25,257.74

Federal Aid Requested 34,886.61 (60%)

59,144.35

P19-112

March 28, 1925.

Mr. O. S. Brown,
Prosser, Washington.

Dear Sir:

Enclosed please find four copies of contract and bond covering the construction of the Umatilla Bridge Approaches Section on the Old Oregon Trail in Umatilla County, our contract No. 784, awarded to you by the Highway Commission on March 24th.

Please execute all four copies of the contract and bond and return them to this office for the approval of the members of the Highway Commission, after which we will be pleased to return you one fully executed copy for your files and one to the surety on your bond.

Kindly note the paragraph on page 7 relating to the workmen's compensation act. You are expected to carry on your work in strict compliance with the terms of this clause.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

LH
Encls.

| CLASS OF SERVICE | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

# COPY OF WESTERN UNION TELEGRAM

COPY

Prosser, Wash. Mar. 28, 1925.

OREGON STATE HIGHWAY,

SALEM, ORG.

WILL START WORK WITHIN A FEW DAYS.

O. S. BROWN

original of this sent to [illegible] Baldock 3/28/25

Total Cost -------- $4,565.00

(Based of 15% profit.)

Very truly yours,

R.H. Baldock

Division Engineer.

FORM 3 35758 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

PG-112

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
March 24, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PD-1
Estimate of Cost for
Umatilla Bridge Approaches.

Attention Mr. Probert.

Dear Sir:

Below you will find my estimate of cost for making the approaches to the Umatilla Bridge, Old Oregon Trail in Umatilla county:

| | | | |
|---|---|---|---|
| Excavation, single classification, | 12,000 cu yds | .30 | 3,600.00 |
| Overhaul-- station-- | 11,000 " " | .05 | 550.00 |
| | Total contract ---- | | $4,150.00 |
| Plus 10% for engineering and contingencies ---------- | | | 415.00 |
| | Total Cost -------- | | $4,565.00 |

(Based of 15% profit.)

Very truly yours,

RWB:V

R W Baldock

Division Engineer.

09112

Irregular bid

file correspondence file

RMK.

By

S. H. Probert
Office Engineer

Dict. by J.W. McConnell

cc

FR 111

March 19, 1935.

OR 11

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Under separate cover we are today sending you four blue print sets of plans covering the approaches to the Umatilla River Bridge, Oregon Project No. 111A.

Six copies of estimate to accompany the plans, and six copies of special provisions for the grading are enclosed herewith.

We do not have available in this office any of the field cross-sections for the approaches. It is our impression that the [illegible] slopes can be considered as being flat, but if such is the case, and you desire the platted cross-sections, please advise and we will endeavor to secure them from the field.

In the package containing the blueprint set of plans, we have also included four blueprint copies of the revised summary sheets for the Unity-Bean Creek Section, Oregon Project No. 116A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. McCourt:L

cc

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO.111

Umatilla River Bridge approaches on the Columbia River Highway in Umatilla County
(Estimate with plans. Not as basis for Modified agreement.)

Salem, Oregon, March 19, 1925

| | | | | |
|---|---|---|---|---|
| 10,695 | Cu.yds. | Excavation, Single Classification | .75 | $ 8,021.25 |
| 10,000 | Sta. yds. | Overhaul | .05 | 500.00 |
| | | | | 8,521.25 |
| | | | | 353.12 |
| | | | | $ 8,875.37 |

Length of Project 0.345 Mi.

Cost per mile $25,821.36

APPROACH TO UMATILLA BRIDGE

## TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon, at Room 520 Multnomah County Court House, Portland, Oregon, at Two o'clock P.M. (2:00 P.M.) on the twenty-sixth (26th) day of March, 1925.

## DESCRIPTION OF WORK

The work upon which bids are to be received, and the work to be done under the contract, if awarded, consists of the grading of approaches to the new Umatilla River Bridge at Umatilla, on the Old Oregon Trail in Umatilla County.

The work begins at Station 197+50, which station is approximately 650 feet west of the west end of the bridge, and extends east to Station 215+00, which station is approximately 650 feet east of the east end of the bridge. The total length of the grading work involved is 0.25 miles.

## DATE OF COMPLETION

The work to be done under the contract shall be completed not later than May 15th, 1925.

## SURETY BOND

The surety bond furnished by the contractor must be the bond of an incorporated surety company licensed to transact business in the State of Oregon, and must otherwise be satisfactory to the State Highway Commission. Personal surety will not be accepted.

## CLASSIFICATION OF EXCAVATION

The price bid per cubic yard for "Excavation, Single Classification" shall apply to all excavation made under this contract, regardless of the kind, class or condition of the materials excavated.

09-112

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

March 12, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of March 9, in regard to revision of the project agreement for Oregon 112, Umatilla bridge, to include grading of approaches.

If you will submit plans and specifications covering the proposed approaches, together with a revised estimate, we will submit them recommending approval. We have covered the matter of approaches in our route report, so that we believe it will be possible to handle them as a revision of the project agreement.

Very truly yours,

C. H. Purcell
District Engineer.

MAR 10 1925

FR 112

March 9, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

The project agreement as executed on the Umatilla Bridge Oregon Project No. 112, covers only the bridge structure between Station 204+06 and Station 208+37.5.

The Highway Commission will receive bids upon the grading of the approaches between Station 197+50 and Station 215+50 at the next Commission Meeting. Will you please advise whether the securing of Federal Aid on these approaches will require the approval of a new project statement before the bids are received or whether we can simply submit the Federal Aid plans for the approaches under an extension of the existing project. Under the latter arrangement please advise whether we should designate the new work as Section "B" or simply consider it as an original part of the extended project, without further designation.

If you will advise us regarding the matter as soon as possible we will endeavor to get the Federal Aid plans to you immediately thereafter.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. E. Probert
Office Engineer

Dict. by J. W. DeCoursey:L

cc

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
March 3, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PD-1
Specifications.

Attention Mr. Probert.

Dear Sir:

Herewith print of the approach fills for the Uridge over the Umatilla river, on the Old Oregon Trail, near the town of Umatilla. Mr. Klein desires to advertise this work at the next Commission meeting. I am also inclosing the special provisions pertaining to this work.

Very truly yours,

R. H. Probert

Division Engineer.

RHP V

Incls.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

February 26, 1925.

FEB 27 1925

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project No. 112, Umatilla Bridge. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By W. M. Davis
Acting

Form P. R. 2

State ..... Oregon .....

Project No. 112

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 4

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of January, 1925 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 20th day of August, 1924, a project statement, which was approved by the Secretary on the 1st day of October, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of October, 1924, and approved by the Secretary on the 11th day of February, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-two thousand, twelve and 67/100 dollars ($32,012.67) as the share of the United States payable under said act on account of said project, which does not exceed 61.18473 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the county ..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the county ..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following bridge as described in detail in said surveys, plans, and specifications:

Umatilla River Bridge over the Umatilla River at Umatilla.
Between survey station 204+06 and survey station 208+37.5 in Sec. 18 T. 5 N., R. 28 E., Willamette Meridian, on the Columbia River Highway, Umatilla County,

[redacted], a distance of 0.082 mile, known locally as .....

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, prior to or immediately upon completion of the construction of the bridge covered by this agreement, it will construct suitable highway connections between the ends thereof and the existing road to the east and west.

For authority of State Highway Commission to execute project agreements see Section 1, Chapter 237, General Laws of Oregon of 1917. See also Chapter 126, General Laws of Oregon of 1919, and Chapter 31, Laws of 1920, Special Session.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of thirty-two thousand, twelve and 87/100 dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13675 per cent of fifty-two thousand, three hundred sixty-two and 75/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $..... per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **In accordance with Resolution of August 7,** (Include reference to statute authorizing

**1917, Chapter 237, Laws of 1917.**
funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of February, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By J. H. Albaugh
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C. W. Marvin
ACTING Secretary of Agriculture.

W/B

DEPARTMENT IC. Secretary of State.
AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. [illegible]

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of the Umatilla River Bridge over the Umatilla River at Umatilla, between survey station 204+06 and survey station 208+37.5 in Sec. 18, T. 5 N., R. 28 E., Willamette Meridian, on the Columbia River Highway, Umatilla County, [redacted] and designated in the records of this Department as Project No. 118, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $52,362.75 as the total estimated cost of said project, and the sum of $32,012.87 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.1567% per cent of said total estimated cost.

Done at the city of Washington, this 11th day of February one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4619

(111)

FORM 0 23722 10M-2-56

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon.
February 23, 1925.

O.R. 11-2

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Herewith Engineer's Estimate of cost for completion of the various features with relation to the approach fills on the Umatilla bridge. I have listed thereon grading, riprap, guard fence and surfacing, inasmuch as they are on separate operations.

The grading is a relatively small amount and I would recommend that we do it with state forces rather than go to the inconvenience of contracting. There are 12,000 cubic yards which I have classified under a single classification basis. It is sand and gravel, ranging from small gravel to some of the intermediate size. It would probably classify about 75% common and 25% intermediate. We will be able to start on one end in about a week from now, and it will be about a month before we can start on the other end. I wish to have this approach done as soon as possible after the bridge is completed because there is a possibility, and a very strong one, that high water in June will inundate the present county bridge, as it has done a number of times in the past. There is a lot of snow on the headwaters of the Snake and Columbia rivers, and inasmuch as this bridge is but a short distance from the Columbia, the high water is controlled by the high water in the Columbia, rather than the Umatilla.

We would probably be criticized if we were dilatory in filling the approach fills when the new bridge is done and especially in case the present county bridge were covered with water and a ferry should be necessary.

In view of these features, I think we should probably do the grading by state forces and get to it at once.

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

Klein - 2

With regard to the riprap it is possible to collect a lot of large stones running along the right of way for a distance of about three miles west of the bridge site which were placed on the right of way by the O. W. R. & N. Co. a number of years ago when they graded the railroad. They are large size boulders, averaging about one half a cubic yard in volume and would make excellent riprap. It might be more feasable and probably be a good deal more aesthetic to put in a concrete slab with extension shoulders at about every ten feet, said slab about 6 inches in thickness, ~~in the ditch~~. Inasmuch as it is sand and gravel the fill will not settle any and it would conform better with the concrete structure, and inasmuch as sand and gravel are very cheap it might be the more feasable way to handle the stream protection.

I believe stream protection is necessary because there is a good deal of wind action when the back water of the Columbia is present.

With reference to guard fence, I figured on using concrete posts and fir rails, same to be handled by state forces.

Relative to surfacing, advise that I plan on purchasing the crushed gravel 1½ inch base and ¾ inch top from one of the commercial plants located at Umatilla. I have sent out letters requesting each outfit to submit bids for this material, giving them specifications to apply. I plan on taking bids F. O. B. bunkers and spreading by state force. I would appreciate your approving the order for making the fills at once so we can go ahead just as soon as the bridge contractor will allow us. As stated before, we can start on one end as quick as we can get organized. Would also appreciate your approving the order for surfacing because it must necessarily follow immediately subsequent to the grading. I anticipate Mr. McCullough will handle the riprap and we can handle the guard fence at our convenience. I am enclosing herewith print showing profile of grade and ground line and disposition of quantities.

Very truly yours,

R H Baldock

RHB M

Division Engineer

2/23/25

Umatilla River Bridge.

Approach Fills.

Estimate of Cost by R. H. Baldock:
(To complete all features)

| | | | |
|---|---|---|---|
| 1-- | Grading: | | |
| | 12,000 cu yds excavation-- single classification-- | .30 | 3,600.00 |
| | 10,000 " " station overhaul | .05 | 500.00 |
| 2-- | Rip Rap: | | |
| | 500 cu yds | 4.00 | 2,000.00 |
| 3-- | Guard Fence: | | |
| | 300 lin ft | 1.25 | 375.00 |
| 4-- | Surfacing: | | |
| | 650 cu yds crushed gravel in place | 2.00 | 1,300.00 |
| | 200 " " binder in place | 2.00 | 400.00 |
| | Sprinkling | | 150.00 |
| | | | $8,325.00 |
| | Engineering and contingencies ---------- | | 675.00 |
| | | | $9,000.00 |

(This estimate includes contractor's profit of 15%)

F. A. 112

October 7, 1936

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for Project Agreement on the Umatilla River Bridge, Oregon Federal Aid Project No.11K.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict by J. W. DeSouza/LI

cc

STATE [illegible]

BUREAU OF [illegible]

Project No. 112

OREGON STATE HIGHWAY DEPARTMENT

STATE OFFICE BUILDING.

UMATILLA RIVER BRIDGE IN THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY.
(Estimate as basis for Project Agreement. Based on Contract Prices)

Salem, Oregon, Sept. 29, 1924

| | | | | |
|---|---|---|---|---|
| 400 | Cu. yds. | Excavation | 4.00 | 1,600.00 |
| 50 | " | Excavation below plans | 4.00 | 200.00 |
| 150 | " | Class "B" Concrete | 21.00 | 3,150.00 |
| 820 | " | Class "A" Concrete | 26.00 | 21,320.00 |
| 320 | " | Class "A" Concrete | 26.00 | 8,320.00 |
| 165,000 | lbs. | Metal Reinforcement | .055 | 9,075.00 |
| 875 | lin.ft. | Concrete Handrail | 4.50 | 3,937.50 |
| | | Sub-total | | 47,602.50 |
| | | 10% Engr. & Cont. | | 4,760.25 |
| | | Total | | $52,362.75 |

State Funds available 20,349.88

Federal Aid Requested 32,012.87 (61.136735)

$ 52,362.75

09-112

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

October 2, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are to-day in receipt of telegraphic advice that the project statement for Oregon 112 was approved by the Secretary of Agriculture on October 1.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

117

RECEIVED
OCT 4 1924

Project No. [illegible] 112

OREGON STATE HIGHWAY DEPARTMENT

BRIDGE OVER UMATILLA RIVER AT UMATILLA

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, September 28th, 1926.

| | | | |
|---|---|---|---|
| Excavation | 400 cu yds | $3.50 | $1,400.00 |
| Exc. below elevation shown | 50 cu yds | 7.00 | 350.00 |
| Class "B" Concrete | 150 cu yds | 21.00 | 3,150.00 |
| Class "A" Concrete | 820 cu yds | 24.00 | 19,680.00 |
| Class "B" Concrete | 350 cu yds | 25.00 | 3,000.00 |
| Metal reinforcement | 168,000 lbs | .06 | 9,900.00 |
| Concrete handrail | 975 lin ft | 4.75 | 4,156.25 |
| Subtotal | | | $44,636.25 |
| Plus 10% for engineering and contingencies | | | 4,463.63 |
| Total cost | | | $51,099.88 |

| | |
|---|---|
| Oregon state funds available | $19,936.81 |
| Federal aid requested | 31,563.07 |
| Total | $ 51,099.88 |

De Sort"

September 6th, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

In accordance with our telephone conversation of this morning, we are enclosing herewith four copies of revised first sheet of the project statement for the Umatilla Bridge, Oregon Project 112.

We are also enclosing four copies of revised sketch map showing the limits of the proposed total improvement.

As stated to you over the telephone it is our desire to request Federal aid only on the construction of the Umatilla River Bridge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Assistant Office Engineer.

JW D TW

Enclosure.

(Not to be filled in)

Form PR-1
BUREAU OF PUBLIC ROADS
U. S. Department of Agriculture

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) August 28th, 1924.

*The Secretary of Agriculture,*
*Washington, D. C.*

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Umatilla Bridge on Columbia River Highway

2. Between control points of official description: Heppner Junction and Umatilla

3. Between intermediate control points if used: Station 200 and Station 217

County of Umatilla

4. Length in miles (gross) 0.52 (net) 0.060

5. Preliminary estimate of cost: Total, $55,000.00; section of road to be first improved, $55,000.00, of which $55,000.00 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: _____ (Amount.) sufficient to insure completion. Sale of bonds or current income. (Source; refer to statute.)

(*b*) County _____ (Amount.) (Source; refer to statute.)

8—8072

UMATILLA

R I L E H
U M A T I L L A

September 2nd, 1924.

PR 112

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the construction of a new bridge over the Umatilla River in the town of Umatilla.

It is probable that the commission will receive bids upon this structure at a meeting to be held on the 25th of the present month.

We have assigned No. 112 to this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

Dict. by J. W. DeSousa : TW
Enclosure.

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT NO. 118
(Not to be filled in)

# PROJECT STATEMENT

## AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) August 28th, 1926.

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Umatilla Bridge or Columbia River Highway

2. Between control points of official description: Heppner Junction and Umatilla

3. Between intermediate control points if used: Sta 700 and Sta 217

County of Umatilla

4. Length in miles (gross) 0.32 (net) 0.000

5. Preliminary estimate of cost: Total, $55,000.00; section of road to be first improved, $55,000.00, of which $55,000.00 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: _____ (Amount.)
sufficient to insure completion. Sale of Bonds or current income.
(Source; refer to statute.)

(*b*) County _____ (Amount.) (Source; refer to statute.)

8—8073

PROJECT NO. (Note to ps) 113

9. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Resolution of August 7, 1917. Chapter 257, Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: none

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

CHAIRMAN
(Title of officer.)

By

COMMISSIONER
(Title of officer.)

By

COMMISSIONER
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—6078

RIVER
UMATILLA

CONTRACT #758,
770,775,

PR [redacted] A Denmark-Coos Co. Line 1924-1926
109
758,770,775

PR 103 A

November 1, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 770 for the construction of the Bandon-Sixes River Section of the Roosevelt-Coast Highway in Coos and Curry Counties, consisting of 21.0 miles of resurfacing has been completed by the contractors Simonsen & Hefty and that final settlement will be made by the State with said contractors for work done under said contract on or after November 9th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. Sutherland.

July 22, 1926.

PR 109 A

Bureau of Public Roads
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 9th inst., relative to final voucher on the Coos County Line-Denmark Section, Oregon Project No. 109-A.

Reply is made regarding the several points covered by your letter as follows:

The force order issued to the contractor, under which the amount of $869.15 was expended, describes the work to be done as follows: "A - Bolstering up old truss at Flora's Creek by erecting two bents between panels on north approach. Renewal and widening of run planks. B - Minor repairs on two small bridges near Coos-Curry County Line."

The contract, when awarded, contemplated that the contractor should do only such minor work on the structures as would be required to provide for the ordinary handling of traffic, and the bid price was predicated upon the fact that the structures in place were of adequate strength to carry the traffic. During construction it was found that the structures were unsafe and were a source of danger so that it became necessary to do the strengthening work outlined above. This was done as a necessary safety measure, and obviously was work for which the contractor could not be expected to bear the expense. It appears to us that this is a valid contingency item, and it has been left in the voucher.

The item of royalty on surfacing materials covers royalty for cushion materials placed by the state under the state force work. It appears to us that this should be a valid contingency also, and it has been left in the voucher. The description, however, has been changed to read "Royalty on Earth Cushion Materials Placed by State Forces."

The unit price for Piller Haul has been changed to twenty-five cents per yard mile.

Bureau of Public Roads,

The force order for posts on the Flora's Creek Bridge reads as follows: "A - Repair of Flora's Creek Trestle where damaged by tree. B - Replacing 6" x 8" Handrail Posts next to Steel Spans with 12" x 12" Posts. C - Painting lower end of Handrail Posts."

The matter of tests on structural steel for the Flora's Creek Bridge has been referred to our Bridge Department, and reply relative to this will be made by them.

Four copies of revised voucher increasing the Federal Aid from $9,669.37 to $9,709.96 are enclosed herewith, and we trust that the voucher can be passed for payment in its present form. If such is not the case, it will be satisfactory to us for you to make such reductions as may be necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. W. DeSousa
Assistant Office Engineer

JWD:AP

Reduced by USBPR and
paid on the amount of $9,709.73
Treas Rec # 87551

29°

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

July 9, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to final voucher on Federal Aid Project 109-A, Denmark-Coos County Line Section:

We are returning the voucher for correction as follows:

Under Contingency items you have charged $659.13 for maintenance of traffic on old bridges. This should not be charged as a Contingency, as it is covered by a lump sum bid price. Reference is made to special provisions Bridge Specifications.

Sr. orgt
F.O. #1

The item Royalty on Surfacing Materials should not be charged as Contingency, as it is also covered by the special provisions for the Surfacing Contract.

Materials for Earth Cushion course put on by state as part of prep. subgrade.

The item 1328 Yard Miles Filler Haul @ 20¢ is in error, as the special provisions stipulate that this shall be paid for at the rate of 25¢ per Yard Mile.

When you return the corrected voucher will you kindly explain the item charged for of $283.93: charged for changing hand-rail posts to 12" x 12" on Flora's Creek Bridge, as we have no information on this item.

F.O. # 4

It will also be necessary to furnish Report of Test on structural steel for Flora's Creek Bridge.

Very truly yours,

C. H. PURCELL
District Engineer

By A. J. Morris
Acting

Encl.

July 9, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to final voucher on Federal Aid Project 109-A, Denmark-Coos County Line Section:

We are returning the voucher for correction as follows:

Under Contingency items you have charged $669.13 for maintenance of traffic on old bridges. This should not be charged as a Contingency, as it is covered by a lump sum bid price. Reference is made to special provisions Bridge Specifications.

The item Royalty on Surfacing Materials should not be charged as Contingency, as it is also covered by the special provisions for the Surfacing Contract.

The item 1328 Yard Miles Filler Haul @ 20¢ is in error, as the special provisions stipulate that this shall be paid for at the rate of 25¢ per Yard Mile.

When you return the corrected voucher will you kindly explain the item charged for of $283.93; charged for changing hand-rail posts to 12" x 12" on Flora's Creek Bridge, as we have no information on this item.

It will also be necessary to furnish Report of Test on structural steel for Flora's Creek Bridge.

Very truly yours,

C. H. PURCELL
District Engineer

By A F Morris
Acting

Encl.

#775-800-2
09.094

DEPARTMENT OF OREGON

# FIDELITY AND DEPOSIT COMPANY
## OF MARYLAND

FIDELITY and SURETY BONDS and BURGLARY INSURANCE

*Gasco Building*
PORTLAND

R.E. PINNEY
*Resident Vice-President*
CLARENCE D. PORTER
*Manager*

April 6, 1926.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: C. J. Montag Company Contract,
Construction bridges over Willow &
Floras Creeks, Curry County, Oregon.

I am advised by the above Contractors that they have paid the Claim of Vernal McMullen referred to in your letter of March 12th.

Very truly yours,
Clarence D. Porter
Clarence D. Porter
Manager.

CDP:EA

PR-109-A

April 5, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In our letters of February 6 and February 17, in regard to certain charges and credits for equipment rental, etcetera, in connection with the Hillstrom contract for the grading of the Denmark-Coos County Line Section, we requested that you advise us as to the exact nature of the work covered by a charge of $65.77 charged on our books to # PC-564. This charge appeared upon Mr. Van Scoy's payroll for the month of September, but we have no information as to what particular work it covered.

Kindly let us hear from you in regard to this charge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

PR-109 A

February 17, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In reply to your letter of February 15, in regard to the charges and credits for equipment rental, etc., in connection with the Hillstrom contract for the grading of the Denmark-Coos County Line Section, we have to advise as follows:

A bill in favor of Hillstrom should be made up and submitted for payment, which bill should be drawn about as follows:

For tractor rental and materials furnished for use in connection with - - - - (State here the project and kind of work in connection with which the tractor and materials were used) - - - -, as follows:

| | |
|---|---|
| Tractor Rental (give dates, number of days and rate) | $165.00 |
| 6-inch Porous Drain Tile 165 lin.ft @.12 | 19.56 |
| 10-inch Sewer Pipe 150 lin.ft. @ .75 | 112.50 |
| Total | $ 297.06 |

Credit for tractor and grader work, performed by State as follows:

| | |
|---|---|
| Tractor and grader work (give dates, number of hours and rate) | ? |
| Amount due | $ ? |

If it was agreed that the tractor and grader outfit was to be rented to Hillstrom at $4.00 per hour, it should be charged to him at that rate. In this connection, it is noted that you propose to charge for 46 hours of time, when according to Van Scoy's payroll, the tractor operator, J. B. Wimer, and the graderman, H. C. Boss, worked on the job for 62 hours. The tractor is charged against the job for only three days and the grader for only six days.

As we have no state force work on job 8 PC, in which to absorb the difference between the $161.26 which is charged on the books, and the amount to be collected from Hillstrom, we will transfer the $161.26 to job 6 PI - 551, and when the voucher for Hillstrom goes through, the $184.00 or whatever amount you charge Hillstrom for the tractor work, will be credited to 6 PI - 551.

The cost distribution for the bill which you prepare and submit, should show in addition to the credit in favor of 6 PI - 551, above mentioned, the proper charges for the $297.06 allowed Hillstrom for tractor rental, drain tile, and sewer pipe.

As requested in our letter of February 6, please let us know what particular piece of work is covered by the $65.77 charged on the books to 8 PC - 564. This charge appeared upon Van Scoy's payroll for September.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

W. H. MALONE, CORVALLIS

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

PR-109A

February 15, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

With further reference to the renting of equipment, etc. to Hillstrom on the Coos County Line-Denmark section, wish to advise that the bill as outlined in your letter of February 6th would not amount to as much as we had planned on charging Hillstrom.

The agreement made with Hillstrom was at the rate of $4.00 per hour which would amount to a total of $184.00, instead of the $161.26 shown in your letter. The difference is approximately 14 per cent.

Hillstrom would no doubt agree to the lesser amount as it would be money in his pocket; however, think that as long as the agreement was made we should stand by it, and would therefore suggest that the bill be made up as follows,

| | DR. | CR. |
|---|---|---|
| Labor of tractor man and grader man on Aug. 6, 7, 10, 11, 13, 14, 18 and 19 | $100.76 | |
| Tractor rental, 3 days | 45.00 | |
| Grader rental, 6 days | 6.00 | |
| Gas and oil | 9.50 | |
| | $161.26 | |
| Plus 14% | 22.58 | |
| | $183.84 | |
| Tractor rental, 11 days @ 15.00 | | $165.00 |
| 6"porous drain tile, 163 l.f. @ .12 | | 19.56 |
| 10" sewer pipe, 150 l.f. @ .75 | | 112.50 |
| | $183.84 | $297.06 |
| | | 183.84 |
| | | $113.22 |

If this method meets with your approval, please advise and we will make up the bills and send them in.

Very truly yours,
WM. E. CHANDLER,
Division E

By John Bailey

PR-1092

February 6, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We have your letter of February 3, stating that collection for work performed for Hillstrom on the Denmark-Coos County Line Section is to be made by taking credit on a claim to be submitted by Hillstrom for rental upon a tractor furnished by him for use on state work.

Such an arrangement would be quite all right if it were not for the fact that we have found by experience that arrangements of that kind without cooperation with the Salem Office hardly ever check out with the charges that have previously been made and entered in the cost records, and for that reason they not only do not represent a correct settlement with the contractor, but they "gum up" the cost records by leaving the amounts of the discrepancies on our books with no legitimate explanation for them. Furthermore, we have our cooperative agreements with the counties and the federal government which must be settled up promptly, and we cannot have charges and credits of which we have no knowledge, outstanding, even though some plan for their collection has been formulated and will eventually be completed. Also, it is our policy to have all financial transactions with the contractor, shown in the series of vouchers which cover payments under the contract, otherwise the final pay voucher is not a complete record of our settlement with the contractor. The use of commercial vouchers for such purposes not only confuses the records unnecessarily, but it also opens a possible source of duplication of payment.

In view of the fact that you have started to make settlement on the basis outlined in your letter, we will not ask that any change be made at this time. When the voucher for same comes in, however, it will be necessary that it bear a cost distribution which will show credits for the following items, or that it be accompanied by explanations which will properly account for any balances that are not taken care of in the distribution:

| | |
|---|---|
| Labor of tractor driver and grader man on Aug. 6, 7, 10, 11, 13, 14, 18 and 19 | $ 100.76 |
| Tractor rental, 5 days | 45.00 |
| Grader rental, 6 days | 6.00 |
| Gas and oil | 9.50 |
| | $ 161.26 |

It appears that a part of the tractor and grader rentals due from Hillstrom have not been charged, but there may be some explanation for the apparent discrepancy.

The above charges are all under account 8 PC - 551. There is also a charge of $65.77 against 8 PC - 554. Please let us know what this latter charge covers.

We suggest that, hereafter, when items are to be charged against a contractor, a statement of the charge be made up by the resident engineer, and submitted to the Salem Office. We will make the necessary check against the cost records, and we will take care of the collection. This method is simpler from the standpoint of the resident engineer, and is decidedly the more satisfactory from our standpoint.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

CC Mr. Paul VanScoy,
Res. Engr., Coquille, Oregon.

551 - *161.26

100.76 { Labor. Trustee Hinman aug. 6, 7, 10, 11, 13, 14, 18, 19 — 50.38
Hardware aug. 6 — 8.94
" aug 7, 10, 11, 13, 14, 18, 19 — 41.44
9.50 gas + oil
100.76

564 - *65.77 Supt. Payroll. (Asks Van Sang what kind of Work they were.)

FEB 4 1926

# OREGON STATE HIGHWAY COMMISSION

XXXSALEMXXX
Grants Pass, Oregon.
Feb. 3, 1926.

IN YOUR REPLY PLEASE REFER TO FILE No. .....

ATTENTION: .....

9R-1699

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

Herewith letter from Mr. Van Scoy in answer to yohr letter of recent date. As stated by Mr. Van Scoy, I see no reason for holding Hillstrom's estimate longer.

It is the constant endeavor of this office to keep checked up on all such matters, and realize fully that this is not "a one man organization". Resident Engineers do a large amount of work on which no absolute check is possible; which makes it necessary to have considerable confidence in them.

I think this matter can be handled by a commercial bill.

Very truly yours,

W. E. CHANDLER,
Division Engineer.

RECEIVED [illegible] FIELD DIV. OFFICE

Dear Sir:-

Dear Sir:-

In answer to Mr Roberts letter of [illegible] requesting a bill of [illegible] to State Hwy.

It is not necessary to have payment of Hillsteen's estimate for more than 10 days as we realize our Hillsteen.

I made up a bill for the different items showing his credit and sent it to him some time ago. He is not clear about these things and I have not said [illegible] as yet.

I can't as yet see any complaint in the method of handling this account but to show the equipment to which one is charged and such notation as made on the payroll was merely made to show that we had credited to Hillsteen.

I like the idea of having the home office check the bills in account of using Hillsteen. Still I thought the two different items might as well be on a bill sent to you out of the estimate.

Yours truly,
Paul Vanderveer Roberts

PR-1097

January 27, 1926.

Mr. W. H. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We have by accident discovered on the back of Mr. VanSoey's payroll for August, 1925, a note reading "Hillstrom to be billed" with an arrow pointing to a cost distribution charge # PG-551 - $100.76.

If this note has any significance, we are wondering why we have not been advised that work has been performed for Hillstrom for which we are entitled to reimbursement, and why we have not been furnished with details so that a proper statement could be prepared and rendered. Surely your men do not think that the making of an inconspicuous note on the back of some payroll or other record constitutes notification to us, and relieves them of further responsibility in the matter. If they do, they should be advised that we have long since passed the stage of a one-man organization, and that the individuals concerned with the checking of payrolls have nothing to do with the making of collections.

Digging further into the matter we find in Mr. Libby's report of August 8, the following note: "Rented State tractor and grader to Hillstrom for fine grading. This outfit worked Thursday and Friday, finishing between 860-870 and 885-900." We are wondering what arrangements have been made for the collection of this rental.

If the proper cost distribution had been made in connection with these payroll and rental charges, the finding of them would not have been accidental, as our cost system provides special numbers to be used for charges which are to be deducted from payments to contractors, the numbers referred to being numbers 532 to 539. However, they seem to have fallen down here too, as our cost records show no charges for items chargeable to the contractor.

Negligence in matters of this kind is inexcusable, and failure to collect legitimate claims cannot add greatly to the contractor's respect for the efficiency of the Department and its employes.

Please investigate this situation at once, and supply us with such information as is needed for the preparation of a detailed bill. Payment of Hillstrom's final estimate will be held up until we hear from you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

P. S. Also, check up on gas and oil charges. There is a charge of $9.50 on the books against # PU - 551. Equipment rental charges against # PU-551 amount to $51.00. Tractor rental is charged for three days, whereas tractor driver time is charged for seven days and six hours.

S.H.P.

#758-88c
09 1092

March 30, 1926.

Fidelity & Casualty Company of New York,
C. H. Dougherty, Agent,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 758 for the construction of the Denmark-Coos County Line Section of the Roosevelt-Coast Highway in Curry County consisting of 4.75 miles of grading has been completed by the contractors, J. W. & J. R. Hillstrom and that final settlement will be made by the State with said contractors for work done under said contract on or after April 8th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#775-880-2
#9 1092

March 25, 1926.

Fidelity & Deposit Company of Maryland,
R. E. Pinney, Agent,
Gasco Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 775 for the construction of bridges over Willow, Flores and Morton Creeks on the Roosevelt-Coast Highway in Curry County has been completed by the contractors O. J. Montag Company and that final settlement will be made by the State with said contractors for work done under said contract on or after April 3rd, 1926.

The State has been advised of two claims being filed against this contract, both of which you also have been advised, but assumes no responsibility for these or any other claims which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Members of the
BUILDERS EXCHANGE

# 775 1094

Phone BRoadway 5771

# C. J. MONTAG CO.

## CONTRACTORS

WE SPECIALIZE IN FABRICATION AND ERECTION STEEL

201 WORCESTER BUILDING

PORTLAND, ORE.,

March 13, 1926

Mr. Roy. A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. H. B. Glaisyer
Chief Clerk

Dear Sir:

Enclosed herewith is a copy of letter sent to Mr. Vernal Mc Mullen of Taft, Oregon with reference to his claim for wages which will explain this matter fully,

Yours very turly,

C. J. MONTAG COMPANY

C. J. Montag

CJM:RM

NOTED
H B Glaisyer

March 13, 1926

Mr. Vernal Mc Mullen
Taft, Oregon

Dear Sir:

We have a letter from the State Highway Department advising us that you had made claim in excess of six hundred dollars ($600.00) for wages due you on the Curry County Bridge Work.

We do not understand your attitude in this matter in luf e of the fact that you informed us when you got through there that you did not need the money and it was mutually agreed at that time that we would send some to you as soon as our estimate from this job came in or if you needed it sonner you would write us in which case we were to pay you up then. The writer has not had a line from you and I think that you have taken an unfair and unjust attitude in making claim to the State Highway Department when it was mutually agreed otherwise.

I wish to inform you that your money is ready for you now, but your claim in excess of six hundred dollars is absurd, as our books show that you have a blance due you for wages of five hundred fifty dollars and as I understand things we were to deduct one hundred fifty dollars from this for your Father for board leaving you a balanceoff four hundred dollars. If this is correct advise me and I will send you a check for this immediately. If not correct please advise where I am wrong so we can get this matter settled up.

Yours very truly,

CH

NOTED
H B. CLARK

#775-800-2

March 12, 1926.

Mr. Vernal McMullen,
Taft, Oregon.

Dear Sir:

We have your letter of the 9th inst. advising us of your claim against C. J. Montag Company for services rendered them in connection with their contract for the construction of the Willow and Floras Creek bridges on the Roosevelt Coast Highway in Curry County.

In reply will say that final payment has not yet been made to the C. J. Montag Company for this work; however, we expect to make final payment within the next two weeks. The final amount will be approximately $6,800.

In connection with this contract, as all state highway contracts, the successful bidder was required to furnish a bond which was for the purpose of protecting all labor and material claims and all other just debts, dues and demands incurred against the project. Such a bond was furnished in connection with this project which is for your protection. In the event that you do not secure satisfaction from the C. J. Montag Company as soon as they receive final payment from the state we would then suggest that you file the notice of your claim with the surety on their bond, which in this instance is the Fidelity & Deposit Company of Maryland, R. H. Pinney, Agent, Gasco Building, Portland, Oregon. Should you secure no satisfaction from the bonding company then you still have recourse to action in the courts as provided in section 8991, Oregon Laws, a mimeographed copy of which is enclosed herewith. According to this law it is necessary for you to file notice of your claim with the Secretary of State prior to the expiration of one year from the date of completion of the contract in order to hold the surety company equally responsible and liable for your claim.

In accordance with our usual practice we are today notifying the contractor and surety of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#1775

Taft, Oregon,
Mar. 9, 1926

Highway Commission.
Salem, Oregon.

Dear Sirs:

I am writing to you for advice regarding my present situation. Two years ago I worked for W. F. McAtee of C. J. Montag Co. from the start to the completion of the Myers Creek Bridge [Curry Co.]. I received my money as soon as the bridge was finished. Last year I was forced to quit school and I went to work for him again on the Willow Creek and the Flora Creek bridges, and the small bridge north of Langlois in Curry Co. I started to work May 18 and worked until Dec 19. I have returned to school and am working for my board. I left my time book with my father who is foreman there, and who says that Mac will get my money as soon as the final estimates are turned in.

ANSWERED
H. B. O.

Instead of paying at regular intervals we could charge things to the company - and then we would have these subtracted from our wages. I had some of these things charged in this way and Mr McAlee subtracted them from my wages. But my mother says that some of these bills are coming in for me to pay again.

I have been advised to send my claims to you. I have sent to my father for my time book so that I may get the exact amount due me. After the amount which I have drawn is subtracted I will have over $600 00/100 coming. So, if the time limits will have expired before I get my exact time in I wish that you will accept my claim of $600 for labor at the last three bridges named herein. This leaves the "charge account" out but I will settle that with Mr. McAlee or Mr. McAlee and the business houses involved.

HRC

I made the rail precasts for these bridges, run the pumps and the cement mixer at time and acted as general around helper. Altho I am only near 15 years of age I think my work was satisfactory. It is the desire of my parents as well as myself that this be settled with Mr. McAtee, but I want to play safe. Maybe I'm too late now.

I, hoping to receive at satisfying reply, am

Yours Truly,
Vernal McMullen
Taft, Oregon.

P. S. My father is in a similar predicament.

ANSWERED
H B.O.

99-1099

March 12, 1926.

Fidelity & Deposit Company of Maryland,
c/o H. E. Pinney, Agent,
Casco Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by C. J. Montag Company in connection with their contract for the construction of the bridges over Willow and Flores Creeks in Curry County, that we have today received notice of the claim of Vernal McMillen of Taft, Oregon, it being for an amount in excess of $300 for labor furnished the C. J. Montag Company in connection with the construction of these bridges.

It seems that Mr. McMillen has been promised his money as soon as final payment has been made to the C. J. Montag Company. At the present time we believe this payment will be made within the next two weeks.

Very truly yours,

ROY A. KLEIM,
State Highway Engineer.

By

H. B. Chaisyer,
Chief Clerk.

HBC:LM

March 12, 1926.

C. J. Montag Company,
201 Worcester Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Vernal McMillen of Taft, Oregon, notice of his claim against you for services rendered in connection with your contract for the construction of bridges in Curry County. The amount of his claim is in amount of $600. He also advises that his father also has a claim against you for services rendered.

We presume that you intend to take care of these claims as soon as you receive your final payment, which at the present writing we expect to make within the next two weeks.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

FF FF 09-1092

February 9, 1926.

C. J. Montag & Company,
201 Worcester Building,
Portland, Oregon.

Gentlemen:

Your request for an extension of time on contract No. 775, bridges over Willow Creek, Floras Creek and Morton Creek, Roosevelt Coast Highway in Curry County, was considered at the meeting of the Highway Commission on January 30th and the following action was taken:

"C. J. Montag Co., contract No. 775, bridges over Willow Creek, Floras Creek and Morton Creek, Roosevelt Coast Highway, Curry County) requested an extension of time to January 31, 1926. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission".

Very truly yours,

Secretary.

LM

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

January 21, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We enclose one copy of the revised detailed estimate upon which is based the modified project agreement covering Oregon Federal aid project No. 109, Section A, Coos County Line-Denmark, Roosevelt Coast Highway.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. M. Davis
Acting.

Enclosure

THESE [illegible] CES NOT APPROVED FOR FORCE ACCOUNT CONDITIONS.
except as noted.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT 109-A

Coos County Line-Denmark Section of the Roosevelt Coast Highway in Curry County
(Estimate as basis for modified agreement. Revised as to include contracts for surfacing and bridges)

Salem, Oregon, March 11, 1935.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 4,500.00 |
| 3 | Acres | Extra Clearing | $ 250.00 | 750.00 |
| 65,000 | Cu.yds. | Excavation | .40 | 25,200.00 |
| 50,000 | Sta.yds. | Overhaul | .04 | 1,800.00 |
| 600 | Cu.yds. | Rip Rap | 3.00 | 1,800.00 |
| 440 | Lin.Ft. | 18"x 18" Cedar Culverts | 3.00 | 1,320.00 |
| 660 | Lin.ft. | 2'x 2" Cedar Culverts | 4.00 | 2,640.00 |
| 360 | Lin.Ft. | 3'x 3' Cedar Culverts | 7.00 | 2,520.00 |
| 510 | Lin.Ft. | 4' x 4' Cedar Culverts | 10.50 | 5,355.00 |
| 70 | Lin.Ft. | 6' x 6' Cedar Culverts | 16.00 | 1,120.00 |
| 2,000 | Lin.Ft. | 6" Porous Drain Tile | .25 | 500.00 |
| 80 | Cu.yds. | Rock Backfill for Drains | 3.00 | 240.00 |
| **SURFACING** | | | | |
| 6,000 | Cu.yds. | Top Course Surfacing | 2.34 | 11,000.00 |
| 8,000 | Cu.yds. | Base Course Surfacing | 2.28 | 18,240.00 |
| 5,000 | Cu.yds. | Filler | .40 | 1,800.00 |
| 4.76 | Miles | Prep. of Subgrade (State forces) | 328.00 | 1,547.00 |
| 15,000 | Cu.yds. | ~~Placing and~~ Finishing Surf. (St.F.) | .281 | 4,955.00 |
| **BRIDGES** *of over 20' clear span-across Willow Creek, Flores Creek and Morton Creek* | | | | |
| 1,000 | Cu.yds. | Excavation | 2.00 | 2,000.00 |
| 100 | Cu.yds. | Excavation below plans | 2.00 | 200.00 |
| 2,300 | Lin.Ft. | Foundation Piling | .60 | 1,380.00 |
| 2,700 | Lin.Ft. | Approach Piling | .55 | 1,485.00 |
| 360 | Cu.yds. | Class "A" Concrete | 22.50 | 8,730.00 |
| 55 | Cu.yds. | Class "B" Concrete | 22.25 | 1,223.75 |
| 150 | Cu.yds. | Class "D" Concrete | 25.25 | 3,787.50 |
| 64,000 | Lbs. | Metal Reinforcement | .06 | 3,840.00 |
| 14 | M-FBM | Lumber & Timber | 55.00 | 770.00 |
| 195,000 | Lbs. | Structural Steel | .075 | 14,625.00 |
| 360 | Lin.Ft. | Trestle Superstructure | 17.00 | 6,120.00 |
| 530 | Lin.Ft. | Concrete Handrail | 5.50 | 2,915.00 |
| All Required | | Removal of Old Bridge and Maintenance of Traffic | | 500.00 |
| | | Sub-Total | | [illegible] |
| | | 10% Engr. & Cont. | | [illegible] |
| | | Total | | $ 143,474.37 |

Work done by State forces.

Length of Project 4.76 miles
Cost per mile $15,269.64 (Excluding Bridges)
Cost per mile $30,141.67 (Including Bridges)

| | | |
|---|---|---|
| State Funds Available | $ 57,389.75 | |
| Federal Aid Requested | 86,084.62 | (60%) |
| | $ 143,474.37 | |

[illegible] 9-3-35

Members of the
BUILDERS EXCHANGE

#7056 80-2 og-1092

Phone BRoadway 5771

# C. J. MONTAG CO.

## CONTRACTORS

WE SPECIALIZE IN FABRICATION AND ERECTION STEEL

201 WORCESTER BUILDING

PORTLAND, ORE.,
Jan 14, 1926

Mr. H. B. Glaisyer
Chief Clerk
State Highway Commission
Salem, Oregon

Attention Mr. Roy.A. Klein:

Dear Sir:

We have your favor of January 6th with reference to the bill of five hundred dollars for timber furnished us from one, Mr. James Wright of Port Orford, Oregon. In reference to this we wish to advise you that we do not know Mr. Wright and have never had any dealings with him as we bought all our timber for the Flores Creek Bridge from the Sauer Brothers and we have paid them for same.

We find after making inquiries that Mr. Wright has done the sawing for these Brothers for all their jobs and that there is a misunderstanding between the Sauer Brothers and Mr. Wright as to the price they were to pay him for this sawing but we believe that this matter has been adjusted by this time and that the Sauer Brothers will pay Mr. Wright the amount due him as we find that they are responsible people.

Trusting that this will clear this matter up, we are

Yours very truly,

C. J. MONTAG COMPANY

CJM:AM

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM January 6, 1926.

IN YOUR REPLY PLEASE
REFER TO FILE No.

ATTENTION:

C. J. Montag Company,
201 Worcester Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received notice from Mr. James Wright of Port Orford, Oregon, to the effect that he has a claim against you and your subcontractors in amount $500 for timber furnished you in connection with your contract for the construction of the Floras Creek Bridge. He states that he has repeatedly requested you to make settlement with him but that you have deferred settlement from time to time and now that the bridge is completed he wishes some action taken.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By H. B. Glaisyer

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#775-800 ~
RG-1099

January 6, 1926.

Mr. James Wright,
Port Orford, Oregon.
c/o Elk River Mill.

Dear Sir:

We acknowledge receipt of your letter of the 5th inst. advising us of your claim against Montag & Company and their sub-contractors, it being for timber furnished them in the sum of $500 for use in connection with the construction of the Floras Creek Bridge.

We wish to call your attenti n to the fact that labor and material claims against contractors on state highway work are protected by the bond furnished by the contractor. We would suggest that you file your claim with the surety on this bond who in this instance is the Fidelity & Deposit Company of Maryland, R. E. Pinney, Agent, Gasco Building, Portland, Oregon.

It is very likely that you will secure some satisfaction from the surety company for the reason that they are equally responsible for the claim as the contractor. In the event that you do not secure satisfaction from the surety you still have recourse to action in the courts as provided by section 2991 Oregon Laws.

In order to hold the surety company notice of your claim must be filed with the Secretary of State prior to the expiration of one year after the date of completion of the contract. Following our usual practice in matters of this kind we are calling the attention of the surety company to the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Port Orford Oregon Jan 5/24

Mr Roy A Elliot

Salem Oregon

Dear Sir

I have secured the timber for the Elmira-
-creek bridge for Monday & Tuesday and there
Sub contractors Saw & Lever failed I have
been unable to obtain a second opinion either of
them so low for the work except the bill
amounts to $500 in five Hundred dollars They
finished the bridge yesterday. So I am writing
you to please look into this matter before
the final settlement with these people I
have his clause this work off and on for
7 months & have as yet received nothing
but promises so kindly look in to this for
me.

Yours Truly

James Wright

Port Orford, Oregon.

on Elk River Mail

#773 Telegraph & Telephone Co / Mary Gent
R E. Pomeroy
Frisco

HBG

January 6, 1926.

Fidelity & Deposit Company of Maryland,
c/o Mr. H. E. Pinney, Agent,
Swetn Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we are today in receipt of a letter from Mr. James Wright of Port Orford, Oregon, in which he states that Montag & Company and their subcontractors are indebted to him to the extent of $500, it being for timber furnished them in connection with the construction of the Floras Creek bridge, state highway contract No. 778.

Mr. Wright states that he has been furnishing timber to contractors for the past seven months but has received nothing for his services, having been repeatedly put off when demanding payment.

This notice is given you as you appear as surety on the bond furnished by Montag & Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

PR 1049

January 6, 1925.

C. J. Montag Company,
201 Worcester Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received notice from Mr. James Wright of Port Orford, Oregon, to the effect that he has a claim against you and your subcontractors in amount $600 for timber furnished y u in connection with your contract for the construction of the Floras Creek Bridge. He states that he has repeatedly requested you to make settlement with him but that you have deferred settlement from time to time and now that the bridge is completed he wishes some action taken.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

December 31, 1926.

Fidelity & Deposit Company,
c/o Mr. D. E. Corton, Special Agent,
Casco Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 30th inst. regarding the status of the contract awarded to C. J. Montag Company for the construction of bridges in Curry County, would say that the latest information available in this office indicates that this work was practically 98 per cent complete on December 10th.

Up to that time there had been paid to the contractor the sum of $42,732.87. Our retained percentage amounts to $3,522.47.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#175 - Curry

DEPARTMENT OF OREGON

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

*Gasco Building*

PORTLAND

R.E. PINNEY
*Resident Vice-President*

CLARENCE D. PORTER
*Manager*

D.E. GORTON
*Special Agent*

December 30, 1925.

Roy A. Klein, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: Re: Bond #3236006- C. J. Montag Company.

Our Company executed a bond for the above covering the construction of Bridges Numbers 910, 911 and 912 on the Roosevelt Coast Highway in Curry County. Will you please advise me whether or not these contracts have been completed and the amount paid them to date.

Very truly yours,

D. E. Gorton
Special Agent.

DEG:A

Paid to Dec-10-1925- $42732.87
Retained - $3528.47
98% on Dec-10-1925-

H.B:G.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

October 1, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #109-A, Coos County Line-Denmark section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Oregon Federal Aid Project No. 109, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 28, 1924, by the State Highway Commission of Oregon, and on November 14, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 109, Section A; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said Section A of said project, to provide for the construction of bridges over Willow Creek, Floras Creek and Morton Creek, and to provide for the construction of a stone surfacing on the entire length of project, and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $50,209.50 to $143,474.37, and that the Federal funds approved and set aside to the credit of said Section A be increased from $30,696.44 to $86,084.62;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-six thousand, eighty four and 62/100 dollars ($86,084.62) as the share of the United States payable under said act on

account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States prorata share of the cost of Section A of said project shall not in any event exceed (a) the sum of eighty-six thousand, eighty-four and 62/100 dollars ($86,084.62), certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of one hundred forty three thousand, four hundred seventy four and 37/100 dollars ($143,474.37), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 28th day of August, 1925, and the Secretary of Agriculture on the 19th day of September 1925.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture.

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENT ON PROJECT NO. 112

Form PM. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 727+00 at the Denmark Post Office and survey station 979+69.2, about 800 ft. north of the Coos-Curry counties line locally known as the Denmark-Coos County line Section of the Roosevelt Coast Highway, between Coos Bay and Port Orford, Curry County, being Section A of Oregon Federal Aid project No. 109 as approved by the said Secretary of Agriculture on August 25, 1924, and designated in the records of this Department as Project No. 109 Section A of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $143,474.87 as the total estimated cost of said project, and the sum of $86,084.62 in lieu of the $80,696.44 approved by Certificate of November 17, 1924. as the share of the United States, payable under said acts on account of such project, which does not exceed 61.1367 per cent of said total estimated cost. Section A of

Done at the city of Washington, this 19th day of September one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. R. Dunlap
ACTING *Secretary of Agriculture.*

109

U—4839

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

09109a

Date 8/8, 1935

Job Name Coos Co. Line - Lewis

Week from 8/1 to 8/8

Mail Address Langlois

Highway Roosevelt Coast

Telegraph or Telephone Address

County Curry Job Prefix SPC

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Contractors fuel crew continued grading Sta 840-870 having completed rough grading between these stations and finished one part of it.

Rented State tractor and grader to Hillstrom for fine grading. This outfit worked Thursday and Friday, finishing between 860-870 and 885-900.

Hillstrom has also continued getting out rip rap and finished all chutes except one.

(See back of this sheet for instructions and detailed information.)

Signed H B Finley

Title Res. Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

PR 109 A.

March 17, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Coos County Line--Denmark Section of the Roosevelt Coast Highway, Oregon Project No. 109 A.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeYoung Jr
Enc.

cc

...T DEPARTMENT

PROJECT 199-A

Coos County Line-Denmark Section of the
Roosevelt Coast Highway in Curry County.
(Estimate as basis for modified agreement.
Revised to include contracts for surfacing
and bridges.)

Salem, Oregon, March 11, 1925.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 4,800.00 |
| 8 | Acres | Extra Clearing | $ 250.00 | 750.00 |
| 65,000 | Cu.yds. | Excavation | .40 | 26,000.00 |
| 30,000 | Sta. yds. | Overhaul | .05 | 1,500.00 |
| 600 | Cu.yds. | Rip Rap | 3.00 | 1,800.00 |
| 440 | Lin.Ft. | 18" x 18" Cedar Culverts | 3.00 | 1,320.00 |
| 660 | Lin.Ft. | 2' x 2' Cedar Culverts | 4.00 | 2,640.00 |
| 280 | Lin.Ft. | 3' x 3' Cedar Culverts | 7.00 | 2,520.00 |
| 210 | Lin.Ft. | 4' x 4' Cedar Culverts | 10.50 | 2,205.00 |
| 70 | Lin.Ft. | 6' x 6' Cedar Culverts | 16.00 | 1,120.00 |
| 8,000 | Lin.Ft. | 6" Porous Drain Tile | .25 | 800.00 |
| 80 | Cu.yds. | Rock Backfill for Drains | 3.00 | 240.00 |
| SURFACING | | | | |
| 5,000 | Cu.yds. | Top Course Surfacing | 2.36 | 11,800.00 |
| 8,000 | Cu.yds. | Base Course Surfacing | 2.28 | 18,240.00 |
| 3,000 | Cu.yds. | Filler | .40 | 1,200.00 |
| 12,000 | Cu.yds. | State Force work as per specifications | .50 | 6,000.00 |
| BRIDGES | | | | |
| 1,000 | Cu.yds. | Excavation | 2.00 | 2,000.00 |
| 100 | Cu.yds. | Excavation below plans | 2.00 | 200.00 |
| 2,200 | Lin.Ft. | Foundation Piling | .60 | 1,320.00 |
| 2,700 | Lin.Ft. | Approach Piling | .55 | 1,485.00 |
| 360 | Cu.yds. | Class "A" Concrete | 24.25 | 8,730.00 |
| 55 | Cu.yds. | Class "B" Concrete | 22.25 | 1,223.75 |
| 150 | Cu.yds. | Class "D" Concrete | 23.25 | 3,787.50 |
| 64,000 | Lbs. | Metal Reinforcement | .06 | 3,840.00 |
| 14 | M-FBM | Lumber & Timber | 55.00 | 770.00 |
| 195,000 | Lbs. | Structural Steel | .075 | 14,625.00 |
| 360 | Lin.Ft. | Trestle Superstructure | 17.00 | 6,120.00 |
| 530 | Lin.Ft. | Concrete Handrail | 4.50 | 2,385.00 |
| All Required | | Removal of Old Bridge and Maintenance of Traffic | | 500.00 |
| | | Sub-Total | | 130,451.25 |
| | | 10% Engr. & Cont. | | 13,045.12 |
| | | Total | | $ 143,474.37 |

Length of Project 4.76 miles
Cost per mile $19,269.64 (Excluding Bridges)
Cost per mile $30,141.67 (Including Bridges)

State Funds Available $ 57,389.75
Federal Aid Requested 86,084.62 (60%)
$ 143,474.37

PR 109A

February 25, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis for the surfacing of Coos County Line-Denmark Section, Oregon Project No. 109A.

The special provisions for this work were sent to you with the plans for Project No. 109B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSouza:L
Enc.

cc

Oregon State Highway Department — Project No. 109-A

Coos County-Line-Denmark Section of the
Roosevelt Coast Highway in Curry County.

Salem, Oregon, February 24, 1938

| | | | | |
|---|---|---|---|---|
| 5,000 | Cu.yds. | Top Course Surfacing | 3.00 | 15,000.00 |
| 8,000 | Cu.yds. | Base Course Surfacing | 3.10 | 24,800.00 |
| 3,000 | Cu.yds. | Filler | 1.00 | 3,000.00 |
| 15,000 | Cu.yds. | State Force Work as per Specifications | .03 | 450.00 |
| | | | | 43,250.00 |
| | | 10% Engr. & Cont. | | 4,325.00 |
| | | | | $ 54,125.00 |

Length of Project 11.004 Mile
Cost per mile $4,920.20

Unit Price Analysis

| | |
|---|---|
| Royalty | .05 |
| Scouring, Crushing, and Screening | 1.50 |
| Hauling (3.5 Mi. @ .25) | .88 |
| Placing | .05 |
| Superintendence | .10 |
| | 2.58 |
| 15% profit | .40 |
| Est. bid price | $ 3.05 |

F.A. Project No. 109-A

Oregon State Highway Department
Estimate with plans.
(Not as basis for project agreement)

Salem, Oregon, February 18th, 1925.

Bridge over Willow Creek at Station 728, of the
Coos County Line-Denmark Section.

| | | | |
|---|---|---|---|
| 510 cu. yds | Excavation | 3.00 | 1530.00 |
| 50 cu. yds. | Exc. below elev. shown | 5.00 | 250.00 |
| 1700 lin.ft. | Foundation piling | .60 | 1020.00 |
| 220 cu. yds | Class A Concrete | 27.00 | 5940.00 |
| 36 cu. yds | Class B Concrete | 27.00 | 972.00 |
| 22000 lbs. | Metal Reinforcement | .06 | 1320.00 |
| 110 lin.ft. | Concrete handrail | 4.75 | 522.50 |
| | Subtotal | | 11914.50 |
| | 10% Eng. & Cont. | | 1191.45 |
| | Total for this bridge | | 13105.95 |

Bridge over Floras Creek at Station 811

| | | | |
|---|---|---|---|
| 310 cu. yds. | Excavation | 3.00 | 930.00 |
| 30 cu. yds. | Exc. below elev. shown | 5.00 | 150.00 |
| 600 lin.ft. | Foundation piling | .60 | 360.00 |
| 2700 lin.ft. | Approach piling | .50 | 1350.00 |
| 55 cu. yds. | Class B Concrete | 24.00 | 1320.00 |
| 10 cu. yds. | Class A Concrete | 27.00 | 270.00 |
| 92 cu. yds. | Class B Concrete | 27.00 | 2484.00 |
| 18000 lbs. | Metal Reinforcement | .06 | 1080.00 |
| 14 M ft.BM | Lumber | 55.00 | 770.00 |
| 195000 lbs. | Structural steel | .082 | 15990.00 |
| 360 lin.ft. | Trestle superstructure | 16.00 | 5760.00 |
| 360 lin.ft. | Concrete handrail | 4.75 | 1710.00 |
| | Removal of old bridge and maintenance of traffic-lump sum | | 700.00 |
| | Subtotal | | 32874.00 |
| | 10% Eng. & Cont. | | 3287.40 |
| | Total for this bridge | | 36161.40 |

Bridge over Norton Creek at Station 925

| | | | | |
|---|---|---|---|---|
| 120 cu. yds. | Excavation | 5.00 | | $40.00 |
| 20 cu. yds. | Exc. below elev. shown | 5.00 | | 100.00 |
| 130 cu. yds. | Class A Concrete | 27.00 | | 3510.00 |
| 22 cu. yds. | Class D Concrete | 27.00 | | 594.00 |
| 10000 lbs. | Metal Reinforcement | .06 | | 1000.00 |
| 60 lin.ft. | Concrete handrail | 4.75 | | 285.00 |
| | Removal of old bridge and maintenance of traffic | lump sum | | 500.00 |
| | Subtotal | | | 6409.00 |
| | 10% Eng. & Cont. | | | 640.90 |
| | Total for this bridge | | | $7049.90 |

Total for three bridges. $34,537.25

09-1092

Marshfield, Oregon.
Jan. 29, 1923.
Box 151.

RECEIVED
JAN 30 1923
STATE HIGHWAY COMMISSION

Mr. C. B. McCullough,
Bridge Engineer,
Salem, Ore.

Dear Sir:

Have looked over bridge openings on Coos County Line-Tenmile section, with Mr. Pearson, and recommend the following.

Willow Creek to have a 50-foot span, and grade to be raised on bridge and on fill one foot.

Flores Creek grade as raised O.K., but recommend extending trestle to station 816 + 07 on north end.

Morton Creek span to be 35 feet as planned by you, also channel change to be made.

Very truly yours,

WM. B. CHANDLER,
Division Engineer.

WBC/B

cc. E. M. Probert, Salem.

8 PC

Mr. W.H. Chandler,
Division Engineer,
Marshfield, Oregon.

January 19, 1935

Dear Sir:

We are informed by the Bridge Department that changes have been made in the type and size of structure to be used at Station 723 of the Denmark-Coos County Line Section, which changes call for changes in grade line and in the points at which the embankment approaches will terminate.

As these changes will quite materially increase the embankment quantities to be placed under the present grading contract, we are sending to you herewith a blue print showing the revised grade line and structure opening.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

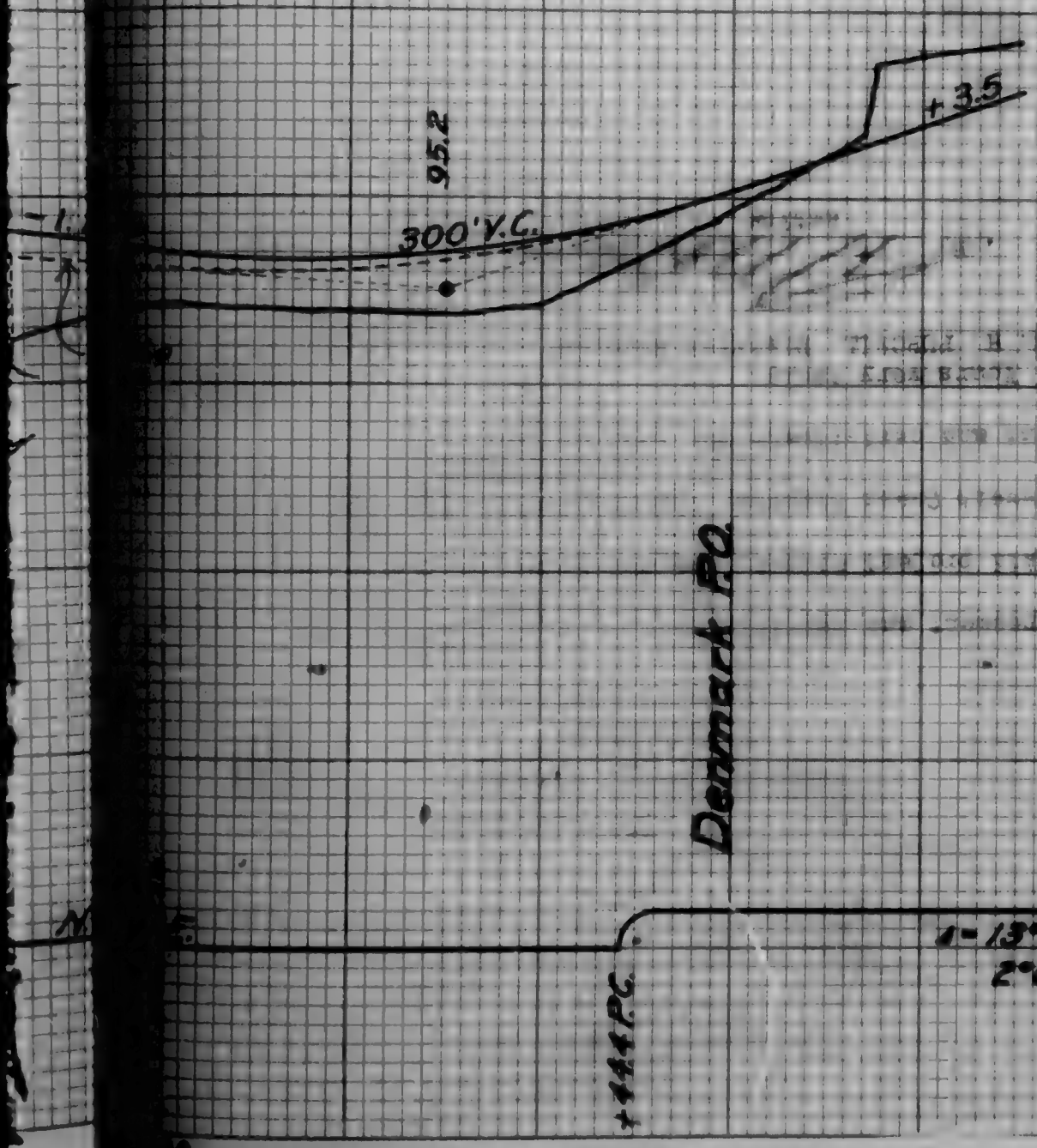
SHP L'

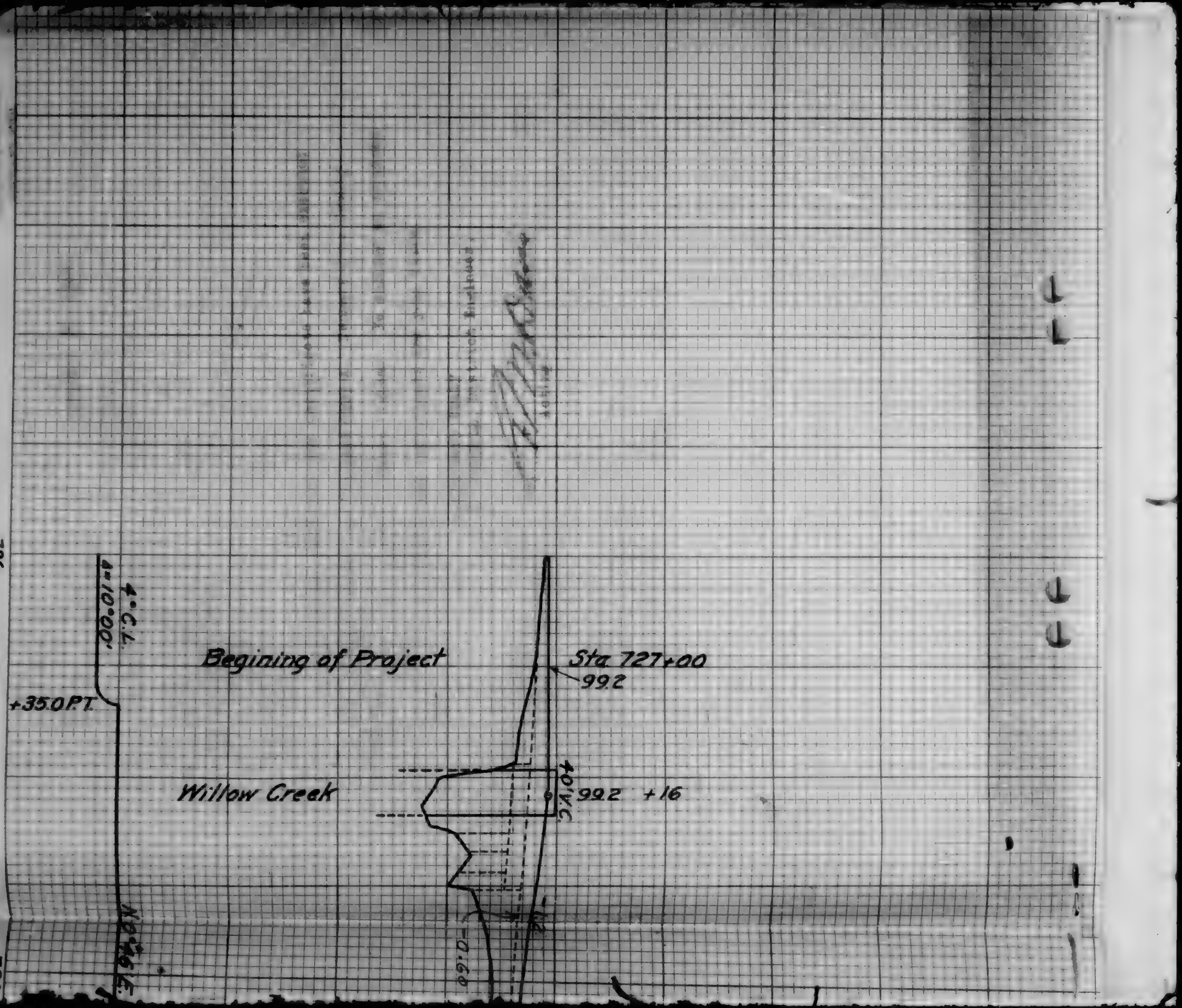
cc-H.W. Libby,
Resident Engineer,
Langlois, Oregon.

Denmark PO

Beginning of Project

William Clark


95.2
+3.5
300' V.C.
Denmark Rd.
1-13°18'
2°C.R.
+144 P.C.
735


726
730
4°C.L.
L=10.00'
+35.0 P.T.
Begining of Project
Sta 727+00
99.2
Willow Creek
4.0 V.C.
992 +16
N 89°39' E
-0.60

726

730

+10.0 P.C.
A=10°00'

+35.0 P.T.

Begining of Project

Sta 727+00
99.2

Willow Creek

99.2 +16

N 0°36'E 396.0'

-0.60

2.1'

S 1°00'E 200.1'

95.2

+44.4 P.C.

Denmark P.O.

PJ-1092

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

November 26, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #109-A, Denmark-Coos County Line section of the Roosevelt Coast Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State Oregon

Project No. 109, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of October, 1924

by and between the State Highway Commission of Oregon, constituting

for the purpose hereof, the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of July, 1924, a project statement, which was approved by the Secretary on the 25th day of August, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 25th day of August, 1924, and approved by the Secretary on the 14th day of November, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty thousand, six hundred ninety-six and 44/100 dollars ($30,696.44) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

Section A of

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920

(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 727+00 at the Denmark Post Office and survey station 976+69.2 about 800 ft. north of the Coos-Curry Counties line

.....terminal points, a distance of 4.76 miles, known locally as the Denmark-Coos County Line Section of the Roosevelt Coast Highway, between Coos Bay and Port Orford, Curry County, being Section A of Oregon Federal Aid Project No. 109 as approved by the Secretary of Agriculture on August 25, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will later submit plans, specifications and estimates and enter into project agreements to cover the remaining mileage of said Oregon Project No. 109 as approved by the Secretary of Agriculture on August 25, 1924, and that it will construct or cause to be constructed, with or without Federal Aid bridges over Willow Creek, Floras Creek and Morton Creek, within the terminal limits of Section A of said project.

(d) The Highway Department hereby agrees that, immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon, and that it will increase the width of the wearing surface on the project when, and as traffic conditions may require, with or without Federal Aid.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed

(*a*) the said sum of thirty thousand, six hundred ninety-six and 44/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of fifty thousand, two hundred nine and 50/100

Section A of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

.....the State Treasurer.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237,
(Include reference to statute authorizing

Laws of 1917
funds and probable amount annually available.)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 14th day of November, 1924

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By A C Sluby
Chairman, State Highway Commission
(Title of officer.)

By T H Boardman
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By Thos Mulvey
Member, State Highway Commission
(Title of officer.)

By .....
.....
(Title of officer.)

By .....
.....
(Title of officer.)

[SEAL.]

Howard M Gore
ACTING *Secretary of Agriculture.*

AMB

Form PR. 2—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 727+00 at the Denmark Post Office and survey station 979+69.2 about 800 ft. north of the Coos-Curry Counties line locally known as the Denmark-Coos County Line Section of the Roosevelt Coast Highway between Coos Bay and Port Orford, Curry County, being Section A of Oregon Federal Aid Project No. 109 as approved by the Secretary of Agriculture on August 25, 1924, and designated in the records of this Department as Project No. 109 Section A of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 30,209.50 as the total estimated cost of said project Section A of, and the sum of $ 30,696.44 as the share of the United States, payable under said acts on account of such project Section A of, which does not exceed 41.13673 per cent of said total estimated cost.

Done at the city of Washington, this 14th day of November one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore
ACTING *Secretary of Agriculture.*

(411)

PR 109A

October 30, 1924

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon

Gentlemen:

Herewith we are enclosing three copies of proposed project agreement covering the Coos County line-Denmark section, Oregon Project No.109A.

This agreement has been executed by the State Highway Commission.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. W. DeSousa
Asst. Office Engineer

JWDeS L
Encl.

cc

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 24, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose three copies of proposed project agreement, for the signature of the State Highway Commission, covering Oregon Federal Aid project #109-A, Coos County Line-Denmark section of the Roosevelt Coast Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By F. M. Dawson
Acting

RECEIVED
NOV 1 1924
OREGON

...O, ORE.
...MATH FALLS, ORE.
LEWISTON, IDAHO
MOSCOW, IDAHO
CIGAR BRANCHES:
SPOKANE, WASH.
SEATTLE, WASH

# MASON, EHRMAN & Co.

WHOLESALE GROCERS
CIGAR IMPORTERS

PACKERS OF
RED RIBBON BRAND
ITALIAN PRUNES
PACKING PLANTS AT
PORTLAND, ORE.
DALLAS, ORE.
WAREHOUSES AT
YAMHILL, ORE.
SALEM, ORE.
FOREST GROVE, ORE.

PORTLAND, OREGON

October 31, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir: Attention Mr. H.B. Glaisyer, Chief Clerk

We wish to express to you our appreciation of your kind favor of the 29th in answer to our recent inquiry on Hillstrom Bros. of Marshfield, and we shall hold this information in strict confidence.

If we can at any time reciprocate the favor, please do not hesitate to call upon us.

Very truly yours,

MASON, EHRMAN & COMPANY

J. H. Fisher,

JHF MT

By

H. B. Glaisyer,
Chief Clerk

MBG:EM

CC

RQ-1092

October 29, 1924.

Mason, Ehrman & Company,
Fifth and Everett Streets,
Portland, Oregon.

Attention Mr. J. H. Fisher.

Gentlemen:

In reply to your letter of the 28th inst. with further reference to the bond of Hillstrom Brothers in connection with their contract for the construction of the Denmark-Coos County Line Section of the Roosevelt Coast Highway, will say that the amount of their bond is $22,322.50. The surety on this bond is the Fidelity & Casualty Company of New York the local agent for them is Mr. C. H. Dougherty, Board of Trade Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

...FALLS, OPE.
...TON, IDAHO
...SCOW, IDAHO
...AN BRANCHES:
SPOKANE, WASH.
SEATTLE, WASH.

# MASON, EHRMAN & Co.

WHOLESALE GROCERS
CIGAR IMPORTERS

PACKERS OF
RED RIBBON BRAND
ITALIAN PRUNES
PACKING PLANTS AT
PORTLAND, ORE.
DALLAS, ORE.
WAREHOUSES AT
YAMHILL, ORE.
SALEM, ORE.
FOREST GROVE, ORE.

PORTLAND, OREGON
October 28, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir: Attention Mr. H.B. Glaisyer, Chief Clerk

We recall receiving a communication from you under date of September 13 in answer to an inquiry that we made on Hillstrom Bros. of Marshfield, Oregon, in which you explained that at that time it was impossible for you to tell us who would be their surety, as the contracts had not been completed, but you were kind enough to suggest that we address you later, at which time you would be pleased to give us this information.

If you can tell us at this time the amount of their bond and by whom they are covered, we would consider it a great favor.

Very truly yours,

MASON, EHRMAN & COMPANY

J. H. Fischel.

JHF MT

H. B. G.

Very truly yours,

MASON, EHRMAN & COMPANY

J. H. Fischel.

JHF MT

NOTED
H. B. GLAISYER

OF

09-1092


...LLS, ORE.
...ON, IDAHO
...COW, IDAHO
...AN BRANCHES:
SPOKANE, WASH.
SEATTLE, WASH.


# MASON, EHRMAN & Co.

WHOLESALE GROCERS
CIGAR IMPORTERS


PACKERS OF
RED RIBBON BRAND
ITALIAN PRUNES
PACKING PLANTS AT
PORTLAND, ORE.
DALLAS, ORE.
WAREHOUSES AT
YAMHILL, ORE.
SALEM, ORE.
FOREST GROVE, ORE.


PORTLAND, OREGON,

October 1, 1924.


RECEIVED
OCT 2 1924
...OREGON


Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir: Attention Mr. H.B. Glaisyer, Chief Clerk

This will acknowledge receipt of your kind favor of the 13th in answer to our recent inquiry made on Hillstrom Bros. of Marshfield, Oregon.

We wish to express to you our appreciation for the information that you gave us, and since you further state that on account of the contracts not being completed up to the date of your letter, it was impossible for you to tell us as to who their surety would be, you further explained that you expected to have the matter completed within two weeks, and if we will inquire at that time, you will be very glad to give us this additional information.

We most assuredly appreciate this consideration on your part, and we will address you further in accordance with your request.

Very truly yours,

MASON, EHRMAN & COMPANY

J. N. Zwisler

JHF MT

NOTED
H. B. GLAISYER

CF 09-1092

Mason, Ehrman & Co.

WHOLESALE GROCERS

PACKING PLANTS AT PORTLAND, ORE.

September 30, 1924.

Mason, Ehrman & Company,
Portland, Oregon.

Attention Mr. J. E. Fisher.

Gentlemen:

We have your letter of the 29th inst. making inquiry concerning the contract which was recently let by this department to Hillstrom Brothers of Marshfield, for the construction of the Damark-Coos County Line Section of the Roosevelt Coast Highway.

In reply will say that the amount of the contract is $45,645.00. They will be required to furnish a bond to the State of Oregon in amount of 50% of the contract price. The contract forms are now being prepared to mail out to them for execution. We will not be able to advise you who their surety is until the forms have been returned to us. We expect that this will take a matter of a couple of weeks and if you will inquire about that time we will be pleased to further advise you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

RECEIVED
OCT 14 1924
OREGON
STATE HIGHWAY COMMISSION

**MASON, EHRMAN & CO.**

WHOLESALE GROCERS
CIGAR IMPORTERS

BRANCHES:
SPOKANE, WASH.
SEATTLE, WASH

PACKERS OF
RED RIBBON BRAND
ITALIAN PRUNES
PACKING PLANTS AT
PORTLAND, ORE.
DALLAS, ORE.
WAREHOUSES AT
YAMHILL, ORE.
SALEM, ORE.
FOREST GROVE, ORE.

PORTLAND, OREGON

September 29, 1924.

State Highway Engineer,
Salem, Oregon

Dear Sir:

Understanding that Hillstrom & Hillstrom of Marshfield have recently been awarded a road contract between Denmark and the Curry County line south of Bandon, and anticipating that they will be seeking of us a line of credit for supplies, we beg to inquire of you in strict confidence as to the amount of their contract, and if it is possible, may we ask that you let us know to what extent they are bonded and by whom.

We can assure you that this information is being sought by our Credit Department, and whatever you may tell us will be held within strict confidence.

Very truly yours,

MASON, EHRMAN & CO.

JHF MT

ANSWERED
H. E. C.

Signed .....

Title .....

(See back of this sheet for instructions and detailed information.)

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
OCT 14 1924
OREGON
State Highway Commission

Date Oct 4, 1924

Job Name Summit-Canal Line

Week from Oct 5 to Oct 9

Mail Address Coquille Ore

Highway Summit Road

Telegraph or Telephone Address "

County Coos Job Prefix SPC

Express and Freight Address "

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Contractor building camp in Canal Line.
No work started on roadway.
Engineering party to work same to Canal Line.

(See back of this sheet for instructions and detailed information.)

Signed Paul Fenton

Title Engineer

## GRADING CONSTRUCTION

Total miles of grading on project 4.76

Miles completed .....

Miles completed except finishing 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured 0

Number men in Engineering Party 3

Contractor's average force for week 7 men,

..... teams, ..... steam shovels

Grading work will be completed about July 1/25

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

## SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with per ... of this week's time on each.*

This job 2 Miles Percentage 50

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

109-A

October 1, 1924

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for Project Agreement on the Denmark-Coos County Line Section, Oregon Federal Aid Project No. 109-A.

As stated on the estimate the contract for construction of the Willow, Florence and Horton Creek Bridges probably will not be placed until some time next year. Owing to the fact that we are now reaching the limitation of Federal Funds available, we would like to have the agreement for the project executed without setting aside from the present allotment any sum for the structures.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By
S. H. Probert
Office Engineer

Dict. by J. W. DeSousa/LL

cc

Project No. 108A

OREGON STATE HIGHWAY DEPARTMENT

DENMARK -COOS COUNTY LINE SECTION OF THE
ROOSEVELT COAST HIGHWAY IN CURRY COUNTY.
(Estimate as basis for project agreement.
Grading based on Contract Prices)

Salem, Oregon, Sept.29, 1934

| All Required | | | | | | |
|---|---|---|---|---|---|---|
| M | Acres | Clearing and Grubbing | | | 250.00 | 4,500.00 |
| 65,000 | Cu. yds. | Extra Clearing | | | .40 | 750.00 |
| 30,000 | Sta. yd. | Excavation | | | .06 | 25,200.00 |
| 600 | Cu. yds. | Overhaul | | | 3.00 | 1,800.00 |
| 440 | Lin.Ft. | Rip Rap | | | 3.00 | 1,320.00 |
| 660 | " | 18" x 18" | Cedar | Culverts | 4.00 | 2,640.00 |
| 360 | " | 2' x 2' | " | " | 7.00 | 2,520.00 |
| 310 | " | 3' x 3' | " | " | 10.50 | 3,255.00 |
| 70 | " | 4' x 4' | " | " | 16.00 | 1,120.00 |
| 2,000 | Lin.Ft. | 6' x 6' | " | " | .20 | 500.00 |
| 80 | Cu.yds. | 6" Porous Drain Tile | | | 3.00 | 240.00 |
| | | Rock Backfill for Drains | | | | |
| | | | | Sub-Total | | 45,845.00 |
| | | | | 10% Engr. & Cont. | | 4,564.50 |
| | | | | | | 50,209.50 |

Length of Project 4.76 miles.

Cost per mile 10,548.21

State Funds Available 19,513.06

Federal Aid Requested 30,696.44 (61.13673%)

50,209.50

Federal Aid Recommended _____

(Willow, Florence and Morton Creek Bridges not included as these structures probably will not be contracted until next year and the present Federal Funds available are now becoming exhausted.)

FORM 24 30397 1000-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

Marshfield, Oregon.
Sept. 19, 1924.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

SEP 20 1924

Dear Sir:

Herewith estimate with unit prices for Denmark-Coos County Line section of Roosevelt Coast Highway.

Respectfully,

WM. E. CHANDLER,

Division Engineer.

ESTIMATED COST--DENMARK COOS COUNTY LINE

4.76 miles

CLEARING & GRADING

Estimated 9/19/24,

Grading (culvert alternate "A"):

| | | | | |
|---|---|---|---|---|
| Clearing & Grubbing | 60' R.of W. | | Lump Sum | $ 8,000.00 |
| Extra Clear. & Grub. | 3 | acres | @ 500.00 | 1,500.00 |
| Excavation (single Class.) | 63,000 | c.y. | @ .45 | 28,350.00 |
| Overhaul | 30,000 | c.y.s. | @ .06 | 1,800.00 |
| 6 inch Porqus Drain Tile | 2,000 | l.f. | @ .25 | 500.00 |
| Rock Backfill for Drains | 80 | c.y. | @ 3.00 | 240.00 |
| Rip Rap | 600 | c.y. | @ 3.00 | 1,800.00 |
| 18" X 18" Cedar Culverts | 440 | l.f. | @ 2.50 | 1,100.00 |
| 2' X 2' " " | 660 | l.f. | @ 3.50 | 2,310.00 |
| 3' X 3' " " | 360 | l.f. | @ 6.00 | 2,160.00 |
| 4' X 4' " " | 310 | l.f. | @ 8.00 | 2,480.00 |
| 6' X 6' " " | 70 | l.f. | @ 12.00 | 840.00 |
| | | | | $ 51,080.00 |
| Engineering 10 % | | | | 5,108.00 |
| | | Total for Aternate "A" | | $ 56,188.00 |

Grading (culvert alternate "B"):

| | | | | |
|---|---|---|---|---|
| 18-inch Concrete Pipe | 440 | l.f. | @ 3.00 | $ 1,320.00 |
| 24-inch " " | 660 | l.f. | @ 4.00 | 2,640.00 |
| 36-inch " " | 360 | l.f. | @ 6.50 | 2,340.00 |
| Class "A" Concrete | 220 | c.y. | @ 25.00 | 5,500.00 |
| Metal Reinforcement | 22,000 | lbs. | @ .10 | 2,200.00 |
| | | | | $ 56,190.00 |
| Engineering 10% | | | | 5,619.00 |
| | | | | $ 61,809.00 |

Force Account:

| | |
|---|---|
| Hauling gravel on parts of road that may be graded before the rains or during the rainy period | $ 1,000.00 |
| Moving buildings off of right-of-way | 2,000.00 |
| Royalty on 6,000 cubic yards of gravel borrow @ .05 | 300.00 |
| Total | $ 3,300.00 |

September 2nd, 1924.

PR 109-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on the Denmark-Coos County Line Section, Oregon Project No. 109-A.

Four blue print sets of grading plans and one set of original cross-sections are today going forward to you under separate cover.

The Bridge Department is starting preparation of plans for the structures across Willow, Floras and Morton Creeks, and these plans with detail quantity estimates will be submitted to you as soon as completed.

If the necessary right-of-way matters are attended to by the County, it is probable that the State Highway Commission will call for bids on the grading at a meeting which probably will be held the latter part of October.

Although surfacing of the project is not included upon the present plans and estimates, we will desire to secure Federal aid on this item when the work comes up.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

Dict. by J. W. DeSouza : T"

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 109-A

DESMAN-COOS COUNTY LINE SECTION OF THE
ROOSEVELT COAST HIGHWAY IN CURRY
COUNTY

(Estimate with plans. Not as basis for agreement)

Salem, Oregon, September 2, 1924.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | 9,000.00 |
| 5 | acres | Extra Clearing | @ 400.00 | 1,200.00 |
| 65,000 | cu.yds. | Excavation | .50 | 32,500.00 |
| 30,000 | sta.yds. | Overhaul | .06 | 1,800.00 |
| 440 | lin.ft. | 18" x 18" Cedar Culverts | 2.50 | 1,100.00 |
| 660 | " | 2' x 2' " " | 4.00 | 2,640.00 |
| 360 | " | 3' x 3' " " | 6.50 | 2,340.00 |
| 372 | " | 4' x 4' " " | 12.00 | 4,464.00 |
| 2,000 | " | 6" Perous Drain Tile | .50 | 1,000.00 |
| 80 | cu.yds. | Rock Backfill for Drains | 3.00 | 240.00 |
| 600 | " | Rip Rap | 4.00 | 2,400.00 |
| Bridges - Willow, Floras and Morton Creeks | | | | 45,000.00 |
| | | | | 102,684.00 |
| | | | 10% Engr. & Cont. | 10,268.40 |
| | | | | 112,952.40 |

Length of Project 4.76 Miles
Cost per mile 23,729.49

| | |
|---|---|
| State Funds Available | 43,897.00 |
| Federal Aid Requested | 69,055.40 |
| | 112,952.40 |

OG 109 A

August 20, 1924.

Mr. W. N. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

At the special meeting of the Commission held on August 15th, Judge Wood was present and stated that the county was very short of funds to secure the necessary right of way on the Denmark-Coos County Line project. He stated that there was one property owner in particular who was asking excessive damages, with whom the county had not been able to settle.

Judge Wood asked that we give them more time to negotiate for the right of way and, therefore, the advertising of the Denmark-Coos County Line project has been postponed. The project will not be advertised until the right of way has all been secured and therefore, you should keep in touch with Judge Wood as to the progress which is being made.

In order to advertise the project at the September meeting which I presume will be held in the latter part of the month, it would be necessary to know definitely not later than the 5th of September.

Very truly yours,

State Highway Engineer.

RAK:LM

| CLASS OF SERVICE | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

# COPY OF
# WESTERN UNION TELEGRAM

SALEM OREGON
AUGUST 4, 1924.

PP#109-A

W. E. CHANDLER
DIVISION ENGINEER
MARSHFIELD OREGON

DATA FOR DENMARK PROJECT RECEIVED STOP NOTIFY

EXPRESS COMPANY

A. H. PERRETT

WM. E. CHANDLER,

Division Engineer.

By John Beakey

H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

Marshfield, Oregon.
Aug. 2, 1924.

AUG 1 1924
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

PR * 109-A

Dear Sir:

With further reference to your telegram of this date regarding Denmark-Coos County Line data, wish to advise that these were sent by express on July 28th. At the same time we sent the final records of the Hunters Creek-Hunters Head job. There were two packages but we hold one receipt for the two. We are having these traced by the express company and will report as soon as we have definite information concerning them.

Very truly yours,

WM. E. CHANDLER,

Division Engineer.

By John Beakey

| Night Letter | N L |
|---|---|
| If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check. | |

# TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Night Message | Nite |
|---|---|
| Night Letter | N L |
| If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check. | |

RECEIVED AT 437 STATE ST., SALEM, ORE.

86PR KN 14

MARSHFIELD ORG 455P AUG 2 1924

PR# 109-A

ROY A KLEIN 173

STATE HIGHWAY ENGINEER SALEM ORG

DENMARK COOS LINE MAP AND PROFILE SENT BY EXPRESS JUL TWENTY EIGHTH WILL TRACE

W E CHANDLER

409P

153

13887.

14.

Cedar to be either red or Port Orford and either sawed or hewed, green or fire-killed.

Contractor to start work within one month of date of letting, and complete job by June 30, 1925.

Contractor will start on part of work requested to be finished first by the Engineer, as it is contemplated to let surfacing contract probably before the grading is completed.

Respectfully,

W. E. Chandler

Division Engineer.

WEC/B

| | |
|---|---|
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION

# TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Check

Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

PR 4
109-A

Kerbfield, Oregon.
Aug. 2, 1924.

ROY A. KLEIN,
STATE HIGHWAY ENGINEER,
SALEM, ORE.

DESIGNS LINE MAPS AND PROFILES SENT BY EXPRESS

JULY TWENTY-EIGHTH. WILL TRADE.

W. E. CHANDLER.

CONFIRMATION CONFIRMATION

Bids to be asked on two alternate culverts, cedar and concrete. Cedar to be either red or Port Orford and either sawed or hewed, green or fire-killed.

Contractor to start work within one month of date of letting, and complete job by June 30, 1925.

Contractor will start on part of work requested to be finished first by the Engineer, as it is contemplated to let surfacing contract probably before the grading is completed.

Respectfully,

W. E. Chandler
Division Engineer.

WEC/B

WESTERN UNION TELEGRAM

Night Letter

If no class of service is designated the message will be transmitted as a full-rate telegram.

JALEM OREGON AUGUST 8 1924

W. E. CHANDLER
DIVISION ENGINEER
MARSHFIELD OREGON

STOP PLEASE TRACE

ENVELOPE FOR JOBFROM KLAMATH FALLS DIV. SAW

NOT A. FIRST

PR# 109-A

THE WESTERN UNION TELEGRAPH COMPANY

1. The company shall not be liable for mistakes or delays in the transmission of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.

7. Special terms Governing the transmission of messages under the classes of message enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

8. No employee of the company is authorized to vary the foregoing.

Bids to be asked on two alternate [illegible],
Cedar to be either red or Port Orford and either sawed or hewed, green or fire-killed.

Contractor to start work within one month of date of letting, and complete job by June 30, 1925.

Contractor will start on part of work requested to be finished first by the Engineer, as it is contemplated to let surfacing contract probably before the grading is completed.

Respectfully,

W. E. Chandler
Division Engineer.

WEC/B

FORM 2A 50159 1000-4-24

WILLIAM DUBY, SALEM, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

8 PC

IN YOUR REPLY PLEASE
REFER TO FILE NO.

Marshfield, Oregon.
July 28, 1924.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Herewith estimate of Denmark-Coos County Line section.

There will be two span bridges and one trestle on this section. Vicinity maps have been sent in on all. The pile trestle can be let along with this grading contract, if desired, but if the other bridges are to be let now or soon would recommend it be let with them. Also recommend that alternate bids be asked on fir and Port Orford cedar on all wood used in structures, but that Port Orford cedar piling be specified except in concrete pier foundation piling.

The only special provisions are the following:

Bids to be asked on two alternate culverts, cedar and concrete. Cedar to be either red or Port Orford and either sawed or hewed, green or fire-killed.

Contractor to start work within one month of date of letting, and complete job by June 30, 1925.

Contractor will start on part of work requested to be finished first by the Engineer, as it is contemplated to let surfacing contract probably before the grading is completed.

Respectfully,

W. E. Chandler
Division Engineer.

WEC/B

ESTIMATED COST OF DENMARK-COOS COUNTY LINE SEC.
ROOSEVELT COAST HIGHWAY
5 miles.

JUL 29 1924

| | | | | |
|---|---|---|---|---|
| Clearing & Grubbing | 19.0 | acres | lump sum | $ 5,000.00 |
| Extra Clearing | 3.0 | " | @ 300.00 | 900.00 |
| " Grubbing | 1.0 | " | @ 500.00 | 500.00 |
| Common Excavation | 62,000 | c.y. | @ .45 | 27,900.00 |
| Overhaul | 22,000 | c.y.s. | @ .05 | 1,100.00 |
| 6" Porous Drain Tile | 2,000 | l.f. | @ .40 | 800.00 |
| Rock Backfill | 50 | c.y. | @ 3.50 | 175.00 |
| Rip Rap | 400 | c.y. | @ 4.00 | 1,600.00 |
| **Alternate "A"** | | | | |
| 18" X 18" cedar Culvert | 440 | l.f. | @ 3.50 | 1,540.00 |
| 24" X 24" " " | 700 | l.f. | @ 5.00 | 3,500.00 |
| 3' X 3' " " | 380 | l.f. | @ 7.00 | 2,660.00 |
| 4' X 4' " " | 372 | l.f. | @ 10.00 | 3,720.00 |
| | | | | $ 49,395.00 |
| Engineering 10% | | | | 4,939.50 |
| | | | TOTAL | $ 54,334.50 |
| **Alternate "B"** | | | | |
| 18" Concrete Culvert | 440 | l.f. | @ 4.00 | 1,760.00 |
| 24" " " | 700 | l.f. | @ 5.50 | 3,850.00 |
| 36" " " | 380 | l.f. | @ 7.00 | 2,660.00 |
| 4' X 4' Concrete Box | 372 | l.f. | | |
| Class "A" Concrete | 202 | c.y. | @ 25.00 | 5,050.00 |
| Reinforcing Steel | 4,200 | lbs. | @ .10 | 420.00 |
| | | | | $ 51,715.00 |
| Engineering 10% | | | | 5,171.50 |
| | | | TOTAL | $ 56,886.50 |

FORM 2A 84169 1924-4-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

Marshfield, Oregon.
July 2, 1924.
Box 151.

PR.109A

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

As requested in your letter of June 28th, am sending estimate of work to be done between Bandon and Curry County Line, and between Curry County Line and Denmark. Also 400' to 1" map of the latter.

Think I have covered all requested in first two paragraphs of your letter. Will send in additional data later.

Respectfully,

W. E. CHANDLER,
Division Engineer.

WEC/B

ESTIMATED COST COOS COUNTY LINE-DENMARK SECTION
5 miles.

CLEARING & GRADING:

| | | | | |
|---|---|---|---|---|
| Clearing & Grubbing | 300 | acres | @ 300.00 | $ 9,000.00 |
| Extra Clearing | 4 | " | @ 400.00 | 1,600.00 |
| Common Excavation | 60,000 | cu. yds. | @ .50 | 30,000.00 |
| Overhaul | 25,000 | Sta, yds. | @ .06 | 1,500.00 |
| 18" Concrete pipe | 600 | lin. ft. | @ 4.00 | 2,400.00 |
| 24" " " | 800 | " " | @ 6.00 | 4,800.00 |
| 4' X 4' log culvert | 300 | " " | @ 12.00 | 3,600.00 |
| Hand-placed rip-rap | 500 | cu. yds. | @ 4.00 | 2,000.00 |
| Standard pile trestle | 200 | lin. ft. | @ 25.00 | 5,000.00 |

SURFACING:

| | | | | |
|---|---|---|---|---|
| Crushed gravel | 14,000 | cu. yds. | @ 2.50 | 35,000.00 |
| Filler | 1,500 | " " | @ 1.00 | 1,500.00 |
| Filler Haul | 1,500 | " " | @ 1.00 | 1,500.00 |
| Sprinkling | | | | 2,000.00 |
| | | | | $ 99,900.00 |
| Engineering 10% | | | | 9,990.00 |
| | | | Total | $ 109,890.00 |

All bridges included except Floras Creek.

ESTIMATED COST BANDON-CURRY COUNTY LINE
11.7 miles.

| | | | |
|---|---|---|---|
| Revamping & Ditching present road | 11.7 miles | @ 500.00 | $ 5,850.00 |
| Replacing one concrete culvert | | | 3,000.00 |
| Crushed gravel top course | 14,000 cu. yds. | @ 3.50 | 49,000.00 |
| Filler | 3,500 " " | @ 1.00 | 3,500.00 |
| Filler haul | 3,500 " " | @ 1.00 | 3,500.00 |
| Sprinkling | | | 3,000.00 |
| | | | $ 67,850.00 |
| Engineering 10% | | | 6,785.00 |
| | | Total | $ 74,635.00 |

Bridge Department have some bridges to renew on this section.

CONTRACT # 762,
837,887,

762.837 887

PR 110-A Siletz Bay-Rocky Cr. 1925-1929

#887
Lincoln

PR 110-a

February 4, 1929

Metropolitan Casualty Insurance Co. of New York,
Hansen & Rowland, Ins. Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to H. E. Doering on contract No. 887 for the construction of a bridge over Rocky Creek on the Roosevelt-Coast Highway in Lincoln County. This payment will be made on or after February 14th, 1929.

The State has been advised of numerous claims against this contract, all of which you also have been advised. You are advised that the State assumes no responsibility for these or any other claims which may be files.

For your information we wish to advise that the total amount paid on this contract will be $55,750.49 including the above final payment which is $7,976.92. Of the total amount paid $471.55 was for force account work.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR 110a

January 4, 1929.

Mr. Albert V. Gentner,
Attorney at Law,
825 Failing Building,
Portland, Oregon.

Dear Sir:

In response to your request of the 2d inst., we have prepared and are mailing to you herewith certified copy of a notice of a claim of A. O. Ekstrom against H. B. Doering, being in connection with Mr. Doering's contract for the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

There is no charge for this copy.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glainyer,
Chief Clerk.

HBG:HI

#867
Lincoln Co

Law Offices of
Albert W. Gentner
825 Failing Building
Portland, Oregon
January 2nd, 1929

RECEIVED
JAN 3 1929
OREGON
STATE HIGHWAY COMMISSION

State Highway Engineer
Salem, Oregon

Dear Sir:

Will you kindly prepare for me certified copy of the notice of claim of A. O.Ekstrom against H. E. Doering in connection with construction of bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County. This was received by you on March 2nd, 1928.

If you will forward statement for your charges, I will be pleased to remit to you immediately.

Very truly yours,

Albert W Gentner

AWG:KB

ANSWERED
H. B. G.

#687
Lumber Co

PR 110a

March 2nd, 1928

Mr. H. E. Doering
668 Maple St.
Portland, Oregon.

Dear Sir:

This is to inform you that we have today received notice of claim of A. O. Ekstrom in the sum of $[illegible], being for labor and material furnished you in connection with your contract for the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County.

Your attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Olmstead,
Chief Clerk.

HBC:JS

March 2nd,1928

Mr. Albert W. Gardner, Atty.
822 Failing Bldg.
Portland, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 1st inst. enclosing notice of the claim of A. C. Hutton against E. E. Doering, being in the sum of $128.50 for labor and materials furnished in connection with Mr.Doering's contract for the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JB

March 2nd,1928

Metropolitan Casualty Insurance Co.
Hanson & Rowland, Inc.
Yeon Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received notice of claim of A. C. Ekstrom in the sum of $420.50, being for labor and material furnished H. E. Doering in connection with his contract for the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiayer,
Chief Clerk.

HBC:JS

ANSWERED
H. B. C.

Law Offices of
Albert W. Gentner
Failing Building
Portland, Oregon

RECEIVED
MAR 2 1928
STATE OF...

March
1 s t ,
1 9 2 8

State Highway Commission
Salem, Oregon

Gentlemen:

I am forwarding to you herewith for filing notice of claim of A. O. Ekstrom against H. E.Doering on account of the Rocky Creek Bridge in Lincoln County, Oregon in the sum of $628.50.

Will you kindly file this and acknowledge receipt.

Very truly yours,

Albert W. Gentner

A
W
G
:
K
B
Enc.

ANSWERED
H. B. G.

TO THE STATE OF OREGON, SAM A. KOZER, SECRETARY OF STATE, STATE HIGHWAY COMMISSION OF THE STATE OF OREGON AND THE METROPOLITAN INSURANCE COMPANY OF NEW YORK:

NOTICE IS HEREBY GIVEN that the undersigned, A. O. EKSTROM, has a claim for labor and materials furnished in providing for and furnishing crushed rock to H. E. Doering for use in and which were used in the construction of a bridge over Rocky Creek at Station 87 of the Otter Rock-Siletz Bay Section of the Roosevelt-Coast Highway in Lincoln County, Oregon, in the sum of $628.50 and interest thereon at the rate of 6% per annum from November 27th, 1926, against the bond taken from H. E.Doering as principal and the Metropolitan Casualty Insurance Company of New York as surety for the work of constructing a bridge over Rocky Creek at Station 87 of the Otter Rock-Siletz Bay Section of the Roosevelt-Coast Highway in Lincoln County, Oregon.

Dated at Portland, Oregon this 27th day of January, 1928.

A O Ekstrom

4887
Lincoln Co
F 1154

January 26th, 1928

Metropolitan Casualty Insurance Co. of N.Y.
Hansen & Norblad, Ins. Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copies of notice of claims of S. A. Hines and W. F. Tennet in the sum of $1845 and $17.75, respectively, against H. H. Boering, being for labor, material and supplies furnished him in connection with his contract for the construction of the bridge over Beaty Creek on the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Boering in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

W. B. Glaisyer,
Chief Clerk.

JS

January 26th,1920

Hon. Sam A. Kozer,
Secretary of State,
Salem.

Dear Sir:

This is to acknowledge receipt of yours of the 19th inst. enclosing certified copies of notice of claims of T. H. Hines and W. E. Thomas in the sums of $45.85 and $17.75, respectively, being for labor, material and supplies furnished by H. Bowing in connection with his contract for the construction of the Rocky Creek bridge on the Roosevelt Coast Highway north of Newport.

Please be advised that we are today forwarding copies of these claims to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaiyer
Chief Clerk.

JB

January 26th,1928

Mr. H. L. Doering,
860 Maple Street,
Portland, Oregon.

State Highway Commission,

Salem, Oregon.

Dear Sir

Enclosed herewith please find certified copies of notice of claim of T. L. Hines and V. F. Thomas in the sums of $46.80 and $17.75, respectively, being for labor and material and services rendered you in connection with your contract for the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County.

Your attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

January 18, 1923.

RECEIVED
JAN 21
OREGON
STATE

State Highway Commission,

Salem, Oregon.

(Attention of Mr. H. B. Glaisyer, Chief Clerk)

Gentlemen:

This is to advise that we received from English & Krause, Attorneys at Law, Toledo, Oregon, and filed as of January 18, 1928, a notice of claim by W. F. Thomas for labor, materials and supplies furnished in the sum of $17.75 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company of New York, surety, in connection with the construction of Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION

By M. J. Haas

CF

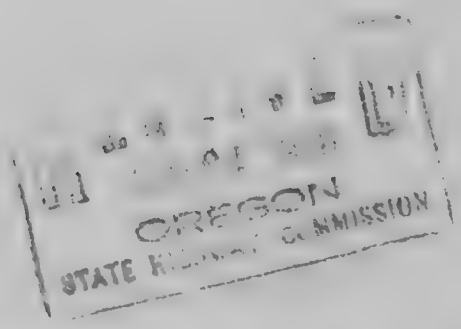
KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#887

January 18, 1928.




State Highway Commission,

Salem, Oregon.

(Attention of Mr. H. B. Glaisyer, Chief Clerk)

Gentlemen:

This is to advise that we received from English & Krause, Attorneys at Law, Toledo, Oregon, and filed as of January 18, 1928, a notice of claim by T. E. Hines, for labor, materials and supplies furnished in the sum of $45.85 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company of New York, surety, in connection with the construction of Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION

By M. J. Isaac

CF

NOTICE

TO THE STATE OF OREGON
SAM A. KOZER, Secretary of State
of the State of Oregon;
Oregon State Highway Commission
H. E. Doering
Metropolitan Casualty Insurance Co. of New York

Notice is hereby given that the undersigned W. F. Thomas has a claim for labor, materials and supplies performed and furnished to H. E. Doering incident to the construction of Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, in the sum of Seventeen and 75/100 ($17.75) dollars. Said labor, materials and supplies having been furnished on April 4, 1927, in over hauling and repairing one ford truck used by said H. E. Doering in connection with said bridge construction contract. The undersigned also claims the right to be idemnified under the bond given by said H. E. Doering, and the Metropolitan Casualty Insurance Co. of New York as surety for the amount of the claim for labor, materials and supplies hereinabove mentioned.

Dated at Newport, Oregon, this 9th day of January, 1928.

W. F. Thomas

STATE OF OREGON )
) SS.
County of Lincoln )

I. W. F. Thomas being first duly sworn depose and say that I have read the foregoing notice, know the contents thereof, and that the statements therein made are true as I verily believe.

W. F. Thomas

Subscribed and sworn to before me this 9th day of January, 1928

Louis G. English
Notary Public for Oregon

My Commission expires Dec. 4, 1931

(SEAL)

ENDORSED:
File No. 717
Filed January 18, 1928, Sam A. Kozer, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. F. Thomas for labor, materials and supplies furnished incident to the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, in the sum of $17.75 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company, of New York, surety, with the original notice of claim filed in the office of the Secretary of State on January 18, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon,

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. F. Thomas for labor, materials and supplies furnished incident to the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, in the sum of $17.75 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company, of New York, surety, with the original notice of claim filed in the office of the Secretary of State on January 18, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of January, A. D. 1928.

Sam A. Kozer
Secretary of State

By _____
Deputy

NOTICE

TO THE STATE OF OREGON
SAM A. KOZER, Secretary of State
of the State of Oregon:
Oregon State Highway Commission
H. E. Doering
Metropolitan Casualty Insurance Co. of New York

Notice is hereby given that the undersigned, T. E. Hines, has a claim for labor, materials and supplies furnished H. E. Doering, incident to the construction of Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon, in the sum of Forty-five and 85/100 ($45.85) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from H. E. Doering, as principal and surety or sureties upon such bond, which bond was underwritten by Metropolitan Casualty Insurance Co. of New York, for the labor, materials and supplies hereinabove mentioned. Said labor, materials and supplies being incident to and part of the construction of the Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 9th day of January, 1928.

T. E. Hines

STATE OF OREGON )
) SS.
County of Lincoln )

I, T. E. Hines being first duly sworn depose and say that the foregoing claim and the attached statement are true as I verily believe.

T. E. Hines

Subscribed and sworn to before me this 9th day of January, 1928.

(SEAL)

Louis G. English
Notary Public for Oregon
My Commission expires December 4, 1931

EXHIBIT "A"

| | | |
|---|---|---|
| 10-4-25 | 13 Joints Pipe | $3.25 |
| | 2 Elbows | .50 |
| | Pipe | .25 |
| 10-19-25 | 5 sheets Galv. Iron | 7.70 |
| 1-26-26 | 12' -2" Pipe | 4.20 |
| | 2 -2" Coyp | .70 |
| | 4 threads 2" pipe | 1.00 |
| 5-11-26 | 1 Coil | 10.00 |
| | 2-1" Unions | 1.00 |
| | 6-1" Ells | 1.20 |
| | 4-1" Nip | .80 |
| | 90' -1" Pipe | 13.50 |
| | 1-1" Globe Valve | 1.75 |
| | TOTAL | $45.85 |

ENDORSED:

TO THE STATE OF OREGON
SAM A. KOZER, Secretary of State
of the State of Oregon:
Oregon State Highway Commission
H. E. Doering
Metropolitan Casualty Insurance Co. of New York

Notice is hereby given that the undersigned, T. E. Hines, has a claim for labor, materials and supplies furnished H. E. Doering, incident to the construction of Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon, in the sum of Forty-five and 85/100 ($45.85) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from H. E. Doering, as principal and surety or sureties upon such bond, which bond was underwritten by Metropolitan Casualty Insurance Co. of New York, for the labor, materials and supplies hereinabove mentioned. Said labor, materials and supplies being incident to and part of the construction of the Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 9th day of January, 1928.

T. E. Hines

STATE OF OREGON )
) ss.
County of Lincoln )

I. T. E. Hines being first duly sworn depose and say that the foregoing claim and the attached statement are true as I verily believe.

T. E. Hines

Subscribed and sworn to before me this 9th day of January, 1928.

(SEAL)

Louis C. English
Notary Public for Oregon
My Commission expires December 4, 1931

EXHIBIT "A"

| | | |
|---|---|---|
| 10-4-25 | 13 Joints Pipe | $3.25 |
| | 2 Elbows | .50 |
| | Pipe | .25 |
| 10-19-25 | 5 sheets Galv. Iron | 7.70 |
| 1-26-26 | 12' -2" Pipe | 4.20 |
| | 2 -2" Coup | .70 |
| | 4 threads 2" pipe | 1.00 |
| 5-11-26 | 1 Coil | 10.00 |
| | 2-1" Unions | 1.00 |
| | 6-1" Ells | 1.20 |
| | 4-1" Nip | .80 |
| | 90' -1" Pipe | 13.50 |
| | 1-1" Globe Valve | 1.75 |
| | TOTAL | $45.85 |

ENDORSED:
File No. 718
Filed January 18, 1928, Sam A. Kozer, Secretary of State.

KOZER

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by T. E. Hines for labor, materials and supplies furnished incident to the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, in the sum of $45.85 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company, of New York, surety, with the original notice of claim filed in the office of the Secretary of State on January 18, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of January, A. D. 1928.

Sam A. Kozer

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by T. E. Hines for labor, materials and supplies furnished incident to the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, in the sum of $45.85 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company, of New York, surety, with the original notice of claim filed in the office of the Secretary of State on January 18, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of January, A. D. 1928.

Sam A. Kozer
Secretary of State

By _____
Deputy

#887
Lincoln CO
PR110A

January 19th, 1926

Metropolitan Casualty Ins. Co. of N.Y.
Hansen & Haugland, Ins. Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This is to advise you that we have today received affidavits of claims of T. H. Hines, Newport, Oregon, and W. F. Thomas, Newport, Oregon, in the amounts of $45.85 and $17.75, respectively, being for labor, materials and supplies furnished H. H. Doering in connection with his contract for the construction of the Rocky Creek Bridge north of Newport on the Roosevelt Coast Highway.

This information is given you as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:M
cc. H. H. Doering,
568 Maple Street,
Portland, Oregon.

January 19th, 1928.

English & Ireland,
Attorneys at Law,
Salem, Oregon.

Gentlemen:

This is to acknowledge receipt of your letter of the 16th inst. enclosing the affidavit of the claim of T. L. Hines, Newport, Oregon, against H. H. Doering, contractor for the construction of the Rocky Creek Bridge north of Newport on the Roosevelt Coast Highway, the amount of the claim being $65.00 for labor, materials and supplies furnished in the construction of this bridge.

Very truly yours,

Hug & Klein,
State Highway Engineer

By

H. H. Shaiyer,
Chief Clerk.

HHS:MS

January 13th, 1926.

English & Krause,
Attorneys at Law,
Toledo, Oregon.

Gentlemen:

This is to acknowledge receipt of your letter of the 16th inst. enclosing the affidavit of claim of W. F. Thomas, Newport, Oregon, against H. R. Doerig, contractor for the construction of the Rocky Creek Bridge north of Newport on the Roosevelt Coast Highway, the amount of the claim being $17.75 for labor, materials and supplies furnished in the construction of this bridge.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

January 16, 1928

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Please find inclosed herewith Notice of Claim of T. E. Hines, Newport, Oregon, against H.E. Doering, contractor on Rocky Creek Bridge, on Roosevelt Highway, for $45.85.

Very truly yours,

ENGLISH & KRAUSE

BY L L English

LGE:MV

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gned, T. E. Hines,
urnished H. E. Doering,
idge, on the Roosevelt
he sum of Forty-five and
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as principal and surety
written by Metropolitan
or, materials and supplies
and supplies being in-
Rocky Creek Bridge, on the
egon.
ay of January, 1928.

T E Hines

NOTICE

TO THE STATE OF OREGON

SAM A. KOZER, Secretary of State

of the State of Oregon:

Oregon State Highway Commission

H. E. Doering

Metropolitan Casualty Insurance Co. of New York

Notice is hereby given that the undersigned, T. E. Hines, has a claim for labor, materials and supplies furnished H. E. Doering, incident to the construction of Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon, in the sum of Forty-five and 85/100 ($45.85) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from H. E. Doering, as principal and surety or surities upon such bond, which bond was underwritten by Metropolitan Casualty Insurance Co. of New York, for the labor, materials and supplies hereinabove mentioned. Said labor, materials and supplies being incident to and part of the construction of the Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 9th day of January, 1920.

T. E. Hines

# NOTICE

TO THE STATE OF OREGON

SAM A. KOZER, Secretary of State

of the State of Oregon:

Oregon State Highway Commission
H. E. Doering
Metropolitan Casualty Insurance Co. of New York

Notice is hereby given that the undersigned, T. E. Hines, has a claim for labor, materials and supplies furnished H. E. Doering, incident to the construction of Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon, in the sum of Forty-five and 85/100 ($45.85) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from H. E. Doering, as principal and surety or surities upon such bond, which bond was underwritten by Metropolitan Casualty Insurance Co. of New York, for the labor, materials and supplies hereinabove mentioned. Said labor, materials and supplies being incident to and part of the construction of the Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 9th day of January, 1928.

T E Hines

STATE OF OREGON )
) SS
County of Lincoln )

I, T. E. Hines being first duly sworn depose and say, that the foregoing claim and the attached statement are true as I verily believe.

T E Hines

Subscribed and sworn to before me this 9th day of January, 1928

Louis G English.
Notary Public for Oregon
My Commission expires December 4, 1931

EXHIBIT "A"

| | | |
|---|---|---|
| 10-4-25 | 13 Joints Pipe | $3.25 |
| | 2 Elbows | .50 |
| | Pipe | .25 |
| 10-19-25 | 5 sheets Galv. Iron | 7.70 |
| 1-26-26 | 12'-2" Pipe | 4.20 |
| | 2 -2" Coup | .70 |
| | 4 threads 2" pipe | 1.00 |
| 5-11-26 | 1 Coil | 10.00 |
| | 2-1" Unions | 1.00 |
| | 6-1" Ells | 1.20 |
| | 4-1" Nip | .80 |
| | 90'-1" Pipe | 13.50 |
| | 1-1" Globe Valve | 1.75 |
| | TOTAL | $ 45.85 |

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

OFFICES AT
TOLEDO AND NEWPORT

January 16, 1928

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Please find inclosed herewith Notice of Claim of W. F. Thomas, Newport, Oregon, against H.E. Doering, contractor, on Rocky Creek Bridge, on Roosevelt Highway, for $17.75.

Very truly yours,

ENGLISH & KRAUSE

BY L H English

LGE:MM

gned W. F. Thomas has
ormed and furnished to
Rocky Creek Bridge on
Oregon, in the sum of
ber, materials and supplies
r hauling and repairing
onnection with said
also claims the right
H. E. Doering, and the
k as surety for the amount
hereinabove mentioned.
y of January, 1928.

W F Thomas

STATE OF OREGON )
) SS
County of Lincoln )

I, W. F. Thomas being first duly sworn depose and say that I

NOTICE

TO THE STATE OF OREGON

SAM A. KOZER, Secretary of State

of the State of Oregon;

Oregon State Highway Commission
H. E. Doering
Metropolitan Casualty Insurance Co. of New York

Notice is hereby given that the undersigned W. F. Thomas has a claim for labor, materials and supplies performed and furnished to H. E. Doering incident to the construction of Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, in the sum of Seventeen and 75/100 (17.75) dollars. Said labor, materials and supplies having been furnished on April 4, 1927, in over hauling and repairing one ford truck used by said H. E. Doering in connection with said bridge construction contract. The undersigned also claims the right to be indemnified under the bond given by said H. E. Doering, and the Metropolitan Casualty Insurance Co. of New York as surety for the amount of the claim for labor, materials and supplies hereinabove mentioned.

Dated at Newport, Oregon, this 9th day of January, 1928.

W F Thomas

STATE OF OREGON )
County of Lincoln ) SS

I, W. F. Thomas being first duly sworn depose and say that I have read the foregoing notice, know the contents thereof, and that the statements therein made are true as I verily believe.

W F Thomas

Subscribed and sworn to before me this 9th day of January, 1928

Louis G Engish
Notary Public for Oregon

My Commission expires Dec 4 1931

#881
Lincoln Co.
PR# 110A

November 2nd, 1927.

Metropolitan Casualty Co. of N.Y.,
Hansen & Rowland, Inc. Agents,
Yeon Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Albert Stecker against H. H. Doering in the sum of $312.00, being for labor performed for Mr. Doering in connection with his contract for the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. E. Claiborne,
Chief Clerk.

JB

NOVEMBER 4th, 1927.

Mr. H. H. Doering,
566 Maple St.
Portland, Oregon.

Dear Sir:

Enclosed herewith please find certified copy of notice of claim of Albert Stecker against you in the sum of $819.00, being for labor performed in connection with your contract for the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JB

November 2nd, 1927.

Hon. Sam A. Koser,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Haas, Filing Division.

This is to acknowledge your letter of November 1st, enclosing certified copies of notice of claim of Albert Stocker against H. E. Deering in the sum of $319.00, being for labor performed in connection with Mr. Deering's contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claisyer,
Chief Clerk.

HBC:JB

...OZIER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

#887

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 1, 1927.

Hansen + Powell, Lawyers

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. English & Krause, Attorneys at Law, Toledo, Oregon, and filed as of the 31st ult., a notice of claim by Albert Stocker for labor and team work performed in the sum of $319.00 against the bond taken from H. E. Doering principal, and the Metropolitan Casualty Co. of New York, surety, in connection with the work of construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal ~~is~~ the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

NOTICE

TO THE STATE OF OREGON

SAM A. KOZER, Secretary of State

of the State of Oregon;

Oregon State Highway Commission

Notice is hereby given that the undersigned, Albert Stocker, has a claim for labor and team work performed for H. E. Doering, incident to the construction of Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon, in the sum of Three Hundred Nineteen and no/100 ($319.00) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from H. E. Doering, as principal and surety or surities upon such bond, which bond was underwritten by Metropolitan Casualty Insurance Co. of New York, for the labor and team work hereinabove mentioned. Said labor and team work being incident to and part of the construction of the Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 5th day of October, 1927.

ALBERT STOCKER

STATE OF OREGON )
) ss.
County of Lincoln )

I, Albert Stecker, being first duly sworn on oath depose and say that between the 26th day of November, 1926, and the 9th day of January, 1927, at the special instance and request of Harry Thomas, and W. C. Smith, and under an express agreement with said Harry Thomas W. C. Smith & H. E. Deering, I furnished teams and equipment and did hauling of supplies and team work incident to the construction of the Rocky Creek Bridge, on the Roosevelt Highway in Lincoln County, Oregon, an itemized statement of said account being as follows:

November 27, 1926, Two men and two teams 8 hours each.
November 29, 1926, Two men and two teams 6 hours each.
November 30, 1926, Two men and two teams 9 hours each.
December 1, 1926, Two men and two teams 2 hours each.
December 2, 1926, Two men and two teams 6 hours each.
December 3, 1926, Two men and two teams 7 hours each.
December 4, 1926, Two men and two teams 10 hours each.
December 5, 1926, Two men and two teams 8 hours each.
December 6, 1927, Two men and two teams 8 hours each.
December 7, 1926, Two men and two teams 8 hours each.
December 8 , 1926, Two men and two teams 8 hours each.
December 9, 1926, One men and one team 7 hours each.
December 21, 1926, Two men and two teams 6 hours each.
December 29, 1926, One man and one team 8 hours.
December 30, 1926, One man and one team 8 hours.
December 31, 1926, One man and one team 8 hours.
January 3, 1927, One man and one team 8 hours.
January 4, 1927, One man and one team 8 hours.
January 5, 1927, One man and one team 4 hours.
January 6, 1927, One man and one team 8 hours.
January 7, 1927, One man and one team 11 hours.
January 8, 1927, One man and one team 4 hours.

That the agreed price between said Thomas, Smith & H. E. Doering and affiant for said labor and team work was the sum of $8.00 per day, of eight hours. That under said agreement affiant furnished men and teams for 243 hours, and there became due under said agreement the sum of Two Hundred Forty-three and no/100 ($243.00) dollars, no part of which sum has been paid.

That at the special instance and request of H. E. Doering, the affiant herein rendered services incident to the construction of said Rocky Creek Bridge, furnished his own labor and the labor of his team at the agreed price of $8.00 per day as follows:

March 30, 1927, 8 hours.
March 31, 1927, 8 hours.
April 1, 1927, 8 hours.
April 2, 1927, 4 hours.
April 6, 1927, 8 hours.
April 7, 1927, 8 hours.
April 8, 1927, 8 hours.
April 9, 1927, 8 hours.
April 10, 1927, 8 hours.
April 11, 1927, 8 hours.

Total 9½ days at eight hours per day $76.00.

That said H. E. Doering has failed, neglected and refused to pay any part of said account, and there is now due, owing and payable from said H. E. Doering to the undersigned for work performed and services rendered incident to the construction of said Rocky Creek Bridge, the sum of Three Hundred Nineteen and no/100 ($319.00) dollars,

ALBERT STOCKER

Subscribed and sworn to before me this 5th day of October, 1927.

LOUIS G. ENGLISH
Notary Public for Oregon.

My Commission expires Dec. 12, 1927

(SEAL)

ENDORSED:
File No. 696.
Filed October 31, 1927, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Albert Stocker for labor and team work performed in the sum of $319.00 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Co. of New York, surety, in connection with the work of construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on October 31, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of November, A. D. 1927.

Sam A. Kozer
Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Albert Stocker for labor and team work performed in the sum of $319.00 against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Co. of New York, surety, in connection with the work of construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on October 31, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of November, A. D. 1927.

Sam A. Kozer
Secretary of State

By _____
Deputy

#887-
Lincoln Co
PR# 110(A)

October 30, 1937

Metropolitan Casualty Insurance Co. of New York,
Hammon & Reinhardt Ins. of Oregon,
1020 Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from English & Thomas, attorneys of Toledo, Oregon, notice of the claim of Albert Steiner against H. H. Doering, it being for labor performed in the sum of $210.00 in connection with Mr. Doering's contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

This information is given you, as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

L. H. Whitmore
Chief Clerk

LHW:LB

October 31, 1927

English & Thomson,
Attorneys at Law,
Salem, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 27th instant enclosing affidavit of the claim of Albert Steiner against H. H. Doering, in being for labor performed in connection with Mr. Doering's contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

In response to your request, we hand to you herewith a certified copy of the contract and bond.

Very truly yours,

BOY A. KLEIN
State Highway Engineer

By

H. H. Glaisyer
Chief Clerk

HHG:LS

Encl(2)

October 31, 1927

Mr. H. E. Boering,
560 Maple Street,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received from English & Emmons, attorneys of Toledo, Oregon, notice of the claim of Albert Stecker against you in the sum of $213.00, it being for labor performed for you in connection with your contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Will you kindly give this matter your attention?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

M. B. Gleinger
Chief Clerk

MBG:LB

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

October 27, 1927

RECEIVED
OCT 31 1927
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Please find inclosed herewith copy of notice and account of Albert Stocker against H.E. Doering, incident to construction of bridge at Rocky Creek on Roosevelt Coast Highway, in Lincoln County, Oregon.

Will you kindly furnish us with certified copy of contract and bond of the above contractor as provided in Section 2991, Oregon Laws.

Very truly yours,

ENGLISH & KRAUSE

LGE:MM

BY L G English

ANSWERED
H. B. G.

ed, Albert Stocker,
or H. E. Doering,
dge, on the Roosevelt
e sum of Three Hundred
ment of said account
y this reference made
H. E. Doering, as
which bond was under-
New York
and team work here-
ng incident to and
ge, on the Roosevelt

of October, 1927.

Albert Stocker

NOTICE

TO THE STATE OF OREGON
SAM A. KOZER, Secretary of State
of the State of Oregon;
Oregon State Highway Commission

Notice is hereby given that the undersigned, Albert Stocker, has a claim for labor and team work performed for H. E. Doering, incident to the construction of Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon, in the sum of Three Hundred Nineteen and no/100 ($319.00) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from H. E. Doering, as principal and surety or surities upon such bond, which bond was underwritten by Metropolitan Casualty Insurance Co. of New York, for the labor and team work hereinabove mentioned. Said labor and team work being incident to and part of the construction of the Rocky Creek Bridge, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 5th day of October, 1927.

Albert Stocker

STATE OF OREGON )
) ss.
County of Lincoln )

I, Albert Stocker, being first duly sworn on oath depose and say that between the 26th day of November, 1926, and the 9th day of January, 1927, at the special instance and request of Harry Thomas, and W. C. Smith, and under an express agreement with said Harry Thomas W. C. Smith & H. E. Doering, I furnished teams and equipment and did hauling of supplies and team work incident to the construction of the Rocky Creek Bridge, on the Roosevelt Highway in Lincoln County, Oregon, an itemized statement of said account being as follows:

November 27, 1926, Two men and two teams 8 hours each.
November 29, 1926, Two men and two teams 6 hours each.
November 30, 1926, Two men and two teams 9 hours each.
December 1, 1926, Two men and two teams 2 hours each.
December 2, 1926, Two men and two teams 6 hours each.
December 3, 1926, Two men and two teams 7 hours each.
December 4, 1926, Two men and two teams 10 hours each.
December 5, 1926, Two men and two teams 8 hours each.
December 6, 1927, Two men and two teams 8 hours each.
December 7, 1926, Two men and two teams 8 hours each.
December 8, 1926, Two men and two teams 8 hours each.
December 9 , 1926, one men and one team 7 hours each.
December 21, 1926, Two men and two teams 6 hours each.
December 29, 1926, One man and one team 8 hours.
December 30, 1926, One man and one team 8 hours .
December 31, 1926, One man and one team 8 hours .
January 3, 1927, One man and one team 8 hours .
January 4, 1927, One man and one team 8 hours .
January 5, 1927, One man and one team 4 hours .
January 6, 1927, One man and one team 8 hours .
January 7, 1927, One man and one team 11 hours,
January 8, 1927, One man and one team 4 hours.

That the agreed price between said Thomas, Smith & H.E.Doering and affiant for said labor and team work was the sum of $8.00 per day, of eight hours. That under said agreement affiant furnished men and teams for 243 hours, and there became due under said agreement the sum of Two Hundred Forty-three and no/100 ($243.00) dollars, no part of which sum has been paid.

That at the special instance and request of H. E. Doering, the affiant herein rendered services incident to the construction of said Rocky Creek Bridge, furnished his own labor and the labor of his team at the agreed price of $8.00 per day as follows:

March 30, 1927, 8 hours.
March 31, 1927, 8 hours.
April 1, 1927, 8 hours.
April 2, 1927, 4 hours.
April 6, 1927, 8 hours.
April 7, 1927, 8 hours.
April 8, 1927, 8 hours.
April 9, 1927, 8 hours.
April 10, 1927, 8 hours.
April 11, 1927, 8 hours.

Total 9½ days at eight hours per day $76.00.

That said H.E.Doering has failed, neglected and refused to pay any part of said account, and there is now due, owing and payable from said H. E. Doering to the undersigned for work performed and services rendered incident to the construction of said Rocky Creek Bridge, the sum of Three Hundred Nineteen and no/100 ($319.00) dollars,

Albert Stocker

Subscribed and sworn to before me this 5th day of October, 1927.

Notary Public for Oregon

My Commission expires ~~Feb. 15, 1928~~

#X87-118D-1

PR-1109

October 28th, 1927.

English & Emmons,
Attorneys at Law,
Salem, Oregon.

Gentlemen:

Replying to your letter of the 24th inst. wish to say that the bond furnished by Mr. Deering in connection with his contract for the construction of the Rocky Creek Bridge is the Metropolitan Casualty Insurance Company of New York, the local agents for this company are Emmons & Newland, Inc. of Oregon, 1506 Yeon Bldg. Portland.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Kleinyer,
Chief Clerk.

HBO:JS

#E887-218B-1
PR#110A

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

October 24, 1927

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you kindly inform us as to the name of the Bondsmen and the agent for the Bonding Co. who wrote the bond of H. E. Doering, incident to the construction of the bridge at Rocky Creek on the Roosevelt Coast Highway in this county.

Very truly yours,

ENGLISH & KRAUSE

LGE:MM

BY L. G. English

#887

INDEXED
1-13

#887-218B-1
PR#110A

October 7, 1927.

Edward P. Welch, Agent
Metropolitan Casualty Ins. Co.
Henry Bldg.
Portland, Oregon

Dear Sir:

We hand to you herewith copy of the notice which we have today received from the Secretary of State, it being a claim of Geo. H. Wilson, filed by Mr. Joe Hinton, attorney at Newport, against H. E. Deering and is in the sum of $267.11 for groceries and meat furnished Mr. Deering in connection with his contract for the construction of the Rocky Creek Bridge on the Roosevelt Highway in Lincoln County.

This notice is given you as you appear as surety on the bond furnished by Mr. [redacted] in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaiqyer - Chief Clerk.

HBG/JH

October 7, 1927.

Mr. E. E. Doering
648 Eagle St.
Portland, Oregon

Dear Sir:

We hand to you herewith copy of the notice of claim of Geo. H. Wilcox, filed by Mr. Joe Hinton, Attorney at Newport, being for groceries and meat in the sum of $267.11 and used in connection with your contract for the construction of the Rocky Creek Bridge on the Roosevelt Highway in Lincoln County.

This notice was received from Mr. Sam A. Kozer, Secretary of State, in today's mail and is being forwarded to you at his request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Claisyer - Chief Clerk.

HBC/JH

October 7, 1927.

Hon. Sam A. Lazar
Secretary of State
B u i l d i n g

Attention Mr. H. J. Haas

Dear Sir:

This is to acknowledge receipt of your letter of the 6th inst. enclosing three copies of the notice of claim of Chas. H. Wilcox for groceries and meat furnished Mr. H. H. Doering in the sum of $267.11 in connection with his contract for the construction of the Rocky Creek Bridge on the Roosevelt Highway in Lincoln County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

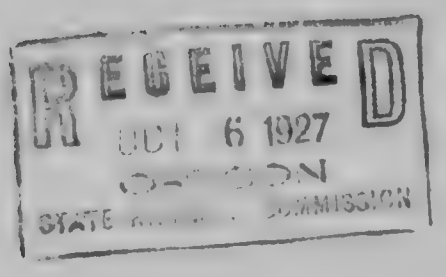
By
H.B.Claiayer - Chief Clerk.

HBC/JH

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM




October 4, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. Joe Minton, Atty., 821 Hurlburt St., Newport, Oregon, and filed in this office a notice of claim by Geo. H. Wilcox for groceries and meat in the sum of $867.11 against the bond taken from H. E. Doering, principal, and The Metropolitan Casualty Insurance Co., of New York, surety, for the work of constructing the Rocky Creek Bridge on the Roosevelt Highway in Lincoln County, State of Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

C O P Y

JOE MINTON Newport, Oregon.

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Geo. H. Wilcox, has a claim for groceries and meat, in the sum of Eight Hundred and Sixty Seven Dollars and eleven cents ($867.11) against the bond taken from H. E. Doering, principal, and The Metropolitan Casualty Insurance Company of N.Y., surety, for the work of constructing the Rocky Creek Bridge on the Roosevelt Highway in Lincoln county, State of Oregon.

GEO. H. WILCOX
Claimant.

File No.671

Filed
Aug. 30, 1927
SAM A. KOZER
Secretary of State

PP # 110 A

#887

Lincoln Co

September 30th, 1927.

Metropolitan Casualty Ins. Co. of N.Y.
[illegible] & Campbell, Inc., Agents
[illegible]
Portland, Oregon.

Gentlemen:

We beg herewith please find certified copy of notice of claim of Carl Hoover, in the sum of $[illegible], being for labor performed for H. E. Doering in connection with his contract for the construction of a bridge over Boone Creek on the Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear on surety on the bond furnished by Mr. Doering in this instance.

Very truly yours.

Roy A. Klein,
State Highway Engineer.

By

E. J. Gladgow,
Chief Clerk.

JH

September 30th, 1927.

Mr. L. E. Doering,
668 Eagle St.,
Portland, Oregon.

Dear Sir:

Enclosed herewith please find certified copy of notice of claim of Carl Kummer, Chehalis, Washington, in the sum of $31.65, being for labor performed for you in connection with your contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Your early attention to this matter will be greatly appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Steiger,
Chief Clerk

JB

STATE OF OREGON
SALEM

September 30th, 1927.

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Haas, Filing Division.

This is to acknowledge receipt of your letter of the 26th inst. enclosing three certified copies of the notice of claim of Carl Hammer, Box 232, Chehalis, Washington, in the sum of $31.68, being for labor performed H. E. Doering in connection with his contract for the construction of the bridge over Rocky Creek in Lincoln County on the Roosevelt Coast Highway.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Slaiger,
Chief Clerk.

JS

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 26, 1927

State Highway Commission,

Salem, Oregon.

Dear Sirs: (Attention Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Carl Hammer, Box 292, Chehalis, Washington, and filed in this office a notice of claim for labor on the Rocky Creek bridge, in the sum of $31.68, against H. E. Doering, and the bond taken from the Metropolitan Casualty Insurance Company of New York.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Haas

#987

H. E. Doering
568 Multnomah St.
Portland
Mut. Cas. Ins. Co. of New York
Hanson + Rowland
Agents

NJH:CS

RECEIVED
SEP 30 1927

United States of America

STATE OF OREGON

COPY

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

Secretary of State,
State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, Carl Hammer, has a claim for labor on the Rocky Creek bridge, in the sum of $21.68, against H E Doering, the bond taken from the Metropolitan Casualty Insurance Company of New York. Worked as laborer on the Rocky Creek bridge, state contract, for the State of Oregon.

CARL HAMMER

File No.676

Filed
Sep 8,1927
SAM A.KOZER
Secretary of State

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Carl Hammer, for labor on the Rocky Creek Bridge, in the sum of $31.68, against H. E. Doering, and the bond taken from the Metropolitan Casualty Insurance Company of New York, with the original notice of claim filed in the office of the Secretary of State on September 8, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1927.

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Carl Hammer, for labor on the Rocky Creek Bridge, in the sum of $31.68, against H. E. Doering, and the bond taken from the Metropolitan Casualty Insurance Company of New York, with the original notice of claim filed in the office of the Secretary of State on September 6, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1927.

Sam A. Kozer
Secretary of State

By _____
Deputy

PR 110 A.

PR110A

September 20, 1927.

Metropolitan Casualty Ins. Co.
Hansen & Rowland, Ins., Agents
Washington Bldg.
Tacoma, Wash.

Attention Mr.A.Van R. Schermerhorn

Gentlemen:

Responding to your request of the 17th inst. we hand to you herewith [illegible] of unreleased claims against the contract of E. E. Deering for the construction of the bridge over Rocky Creek on the Roosevelt-Coast Highway in Lincoln County. There may be other claims, but we have no knowledge of them.

The job was completed on August 16th, 1927. Mr. Deering will have approximately $2600.00 coming to him as final payment. Final payment will be made as soon as the final check has been made on the field engineer's notation.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaisyer - Chief Clerk.

EBG/JE

PR 110 A.

September 24, 1927.

Mr. Claire Lee
Insurance Commissioner
S a l e m

Dear Sir:

We hand to you herewith copy of State Highway Commission contract #687 awarded H. A. Doering for construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County. On page 129 you will find the bond accompanying the contract.

The bond, you will note, is signed by the Metropolitan Casualty Insurance Co. of New York, H. T. Hansen, Attorney in Fact, Hansen & Rohland, Inc. of Oregon, acting as local agents.

Will you please examine this bond and advise us by letter as to whether or not it is acceptable. We especially wish to know whether or not Mr. H. T. Hansen has power to execute bonds in the State of Oregon for this company as Attorney in Fact. We understand that Hansen & Rohland, Inc. of Oregon are licensed as resident agents.

In your examination, please note that this bond was written on June 9, 1926.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By _____
E.B.Glasgow
Chief Clerk.

EBG/JH

410 A

September 12,1927

Mr. C. H. Gates,
State Highway Commissioner,
Medford, Oregon.

Dear Mr. Gates:

Although you did not say so definitely, I hope that you will be able to be present at the Ben Jones Bridge dedication north of Newport. The committee in charge have arragged for the exercises that are to be held at the bridge to begin at ten o'clock on Saturday, September 17th. On Friday evening, the 16th, they have planned a Roosevelt Highway banquet and meeting at Newport.

In making tentative plans, Mr. Van Duzer and some of the Portland people expect to leave from Portland about noon time on Friday, which will give them time to reach Newport by evening, coming in by way of McMinnville, Hebo and Neskowin. I had planned to send one or two cars from here for this party,so that if it would be more convenient for you to go straight through to Portland, rather than get off the train here so early in the morning, you could join the party there. It would also give you an opportunity to do some business in Portland if you desired.

On the other hand, if you would like to stop off here in Salem and go in with me from here, I would be glad to have you.

If the weather is so that we can do it, it had been planned to drive down the coast following the bridge dedication ceremonies, with the thought that Saturday evening would be spent either at Waldport or Yachats and the next day we would drive through to Gardiner. From that point those who wished to do so could take the evening train back to Portland at 8.22 p.m., and arrive in Portland at 7.15. Those who did not care to do that could drive out to Drain the next day, Monday.

We did not expect to have a large party make the coast trip and it may be that the rains will prevent it entirely, but it would be a good opportunity to see this part of the coast if the weather is at all suitable. Mr. Van Duzer and Mr. Sawyer have both said definitely that they will go. Mr. Ainsworth will probably go also, possibly Mr. Dunn; the Governor will be unable to go on account of attending the Round Up on Saturday.

In the event that you are unable to leave Medford on account

of the "Jubilee" there, so as to make the trip over to Newport Friday, I could arrange to have a car and driver meet you at Albany early Saturday morning and get you over there in time for the dedication, but this would mean that you would have to get off the train at 4:25 a.m., which would probably be rather inconvenient.

Please let me know at your convenience just what your plans are so that I can make ours accordingly.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

RAK:L

PR# 11CA

September 7,1927

Dr. W. C. Belt, Chairman,
Ben Jones Bridge Dedication Committee,
Toledo, Oregon.

Dear Dr. Belt:

If you have not already done so, may I suggest that you include in your invitations to the bridge dedication:

William Daly, former Chairman of the State Highway Commission, whose address is Baker

W. L. Malone, former member of the State Highway Commission, whose address is Corvallis

J. B. Yeon, former member of the State Highway Commission, whose address if the Yeon Building, Portland

Very truly yours,

ROY A. KLEIN
State Highway Engineer

RAK:L

#887-
Lincoln Co
PR#1109

August 31,1927

Mr. Carl Hammer,
Box 392,
Chehalis, Washington.

Dear Sir:

We acknowledge receipt of your letter of the 23d inst. advising us of your claim in the sum of $31.68 against H. B. Doering, it being for labor performed for him in connection with the construction of Rocky Creek Bridge.

The protection offered you in connection with this claim is the bond furnished by Mr. Doering in connection with this contract. This is a surety bond underwritten by the Metropolitan Casualty Insurance Company of New York for whom Hansen & Rowland, Inc., are agents, with office at 1506 Yeon Building, Portland. We would suggest that you file notice of your claim with the bonding company and should you be unsuccessful in securing satisfactory settlement by so doing, then you still have recourse in action in the courts. You should file notice of the claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws, a copy of which we are enclosing.

In conformance with our usual practice, we are today calling this matter to the attention of Mr. Doering, and also to the surety on the bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

August 31,1927

Mr. H. E. Deming,
566 Maple Street,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have received notice of claim of Carl Hammer against you in the sum of $31.68, it being for labor performed for you in connection with your contract for the construction of the Rocky Creek Bridge, it being from January 8 to January 31, 1927. This claim is of quite long standing and we would suggest that you give it your attention in the event that it is a just one.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

August 31,1927

Metropolitan Casualty Insurance Company of New York,
Manson & Rowland, Agents,
1506 Yeon Building,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received from Carl Hammer, Chehalis, Washington, notice of his claim against H. H. Doering, it being for labor performed by him in the sum of $31. 69, from January 8th to January 31, 1927, in connection with Mr. Doering's contract for the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County, State Highway Contract No. 837.

Mr. Hammer states that Mr. Doering refuses to pay him this money. The information is given you as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

#887

Labor Claim.

Aug. 23, 1927
Box 394
Chehalis Wn

State Highway Department
Salem Oregon.

RECEIVED
AUG 25 1927
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:-

I worked for H. E. Doering, general contractor, 565 Maple street Portland, Oregon, who constructed the Rocky Creek Bridge, for this state. I have wages amounting to $31.65 due me for labor from January 5th to 31, 1927. He paid me for work done before this period but refuses this last, which I have tried to collect thru collectors but, I am not able. I would like to put this in against his final estimate, as I believe labor not paid for should come first.

ANSWERED
H. B. G.

Respectfully submitted, by
Carl Hammer

Filed
J. 9th 7

PR 110a

Copy

August 12, 1927.

Hon. W. C. Belt, M. D., Chairman.
Ben Jones Memorial Committee.
Toledo, Oregon.

My dear Dr. Belt:

Receipt is acknowledged of yours of August 10th. regarding your plans for the dedication of the Rocky Creek bridge on Saturday, September 17, 1927. This date is quite satisfactory to the Highway Commission and I know of no reason why you can not make your plans accordingly.

In regard to meeting me in Salem on August 30th or 31st. would say that our regular Highway Commission meeting falls on August 30th and I will be in Portland on that date but will probably be in Salem on the following day, the 31st. However, at this time I am not certain as to that. It would be preferable if you would call me on the telephone a day or two before and I could tell you better, since at this season of the year, with a large construction program on hand, my schedule is rather uncertain.

In connection with your date, I presume you have not overlooked the fact that Saturday, September 17th. is also the last day of the Pendleton Round-Up.

Very truly yours,

State Highway Engineer.

RAK:HI

COPY

ROOSEVELT HIGHWAY

Ben Jones Memorial Committee

Dr. W. C. Belt, Toledo, General Chairman

Senator C. J. Edwards, Tillamook

J. S. Dellinger, Astoria

August 10, 1927.

Mr. Roy Klein,
State Highway Engineer
Salem, Oregon.

Dear Sir:

At a meeting held in Tillamook yesterday, it was decided to hold the celebration on Saturday, September 17th, at 10 A. M. if this meets with the approval of the State Highway Commission.

Kindly advise me at once so we can go ahead with the program.

In this connection I expect to be in Salem August 30th and 31st, and would like to discuss ceremonies, and speakers with you. Can you give me an appointment.

Sincerely,

(sgd) W. C. BELT

#887
Lincoln
PR#1:3R

August 6,1927

Mr. C. B. Eyckman,
Newport,
Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 3d inst., advising of your claim against Mr. Deven(Deering?) it being for team hire for Mr. Deering in connection with the construction of a bridge over Bluby Creek on the Roosevelt Coast Highway in Lincoln County.

Replying to your letter will say that the protection offered you is the bond furnished by Mr. Deering in connection with this contract. We would suggest that you file notice of your claim with the bonding company, and should you not secure satisfaction through them, then you still have recourse to action in the courts. Should it be necessary for you to go to this extreme, we would suggest that you file notice of your claim with the Secretary of State in conformance with section 2991 of the Oregon Laws, a mimeograph copy of which is enclosed.

The surety on the bond furnished by Mr. Deering in this instance is Metropolitan Casualty Insurance Company of New York, for whom Krussen & Rowland are agents, with office at 1506 Yeon Building, Portland.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
enc.

August 6,1927

Metropolitan Casualty Insurance Co. of New York,
Hansen & Rowland, Agents,
1506 Yeon Building,
Portland, Oregon.

Gentlemen:

Attached you will please find copy of letter we have today received from C. R. Ryckman, Newport, Oregon, relative to his claim against the contract of H. E. Doering for the construction of a bridge over Rocky Creek on the Roosevelt Highway in Lincoln County.

This information is given you as you signed as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk.

HBG:L
enc.

cc. H. E. Doering, 560 Maple St., Portland

ANSWERED
H. B. G.

#887-210E-1
IPR#110A

July 20th, 1917

...ality Ins. Co. of N.Y.
..., Ins. Agents,

...herewith please find certified copy of
...of Chem. Dunkumbl in the sum of $[illegible]
...furnished for E. L. ...ering in connection
...of for the construction of the bridge over
...the Roosevelt Coast Highway in Lincoln County.

This instrument is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Deering in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Ellinger,
Chief Clerk.

HE^G:JS

#857-21B-1
PR#110A

July 28th, 1937

Metropolitan Casualty Ins. Co. of N.Y.
Hansen & Rowland, Ins. Agents,
Yeon Building,
Portland, Ore.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Chas. Timbrook in the sum of $70.00 being for labor furnished for H. E. Doering in connection with his contract for the construction of the bridge over Rocky Creek on the Benson-Mt Scott Highway in Multnomah County.

This information is given you at the request of the Secretary of State on you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. E. Oldmeyer,
Chief Clerk.

HEO:JS

July 20th, 1927

Hon. Sam A. Lewis,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Hoss, Filing Division.

This is to acknowledge receipt of your letter of the 25th inst. in which you enclose three copies of certified notice of claim of Chas. Wisniewski in the sum of $78.50 being for labor furnished H. E. Doering in connection with his contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Please be informed that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By -

H. B. Claiborn,
Chief Clerk.

HBC:JS

July 28th,1927

Mr. H. E. Doering,
560 Maple St.,
Portland,Oregon.

Dear Sir:

Enclosed herewith please find certified copy of notice of claim of Chas. Wisniewski in the sum of $76.50, being for labor performed for you in connection with your contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Very early attention to this matter will be appreciated.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. L. Gilmore,
Chief Clerk.

HLG:JS

...ETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

July 25, 1927.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date, a notice of claim by Chas. Wisniewski for labor furnished in the sum of $78.50 against the bond taken from the Metropolitan Casualty Company for the work of construc ion of a bridge over Rocky Creek on the Roosevelt Highway in Lincoln County, Oregon, under contract No. 887.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge redeipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Sears

Covering
Met Cas Ins. Co. of
Hamm & Rowland
Ypsn

L

TO THE STATE OF OREGON;

NOTICE IS HEREBY GIVEN that the undersigned _____ (here insert the

Charles Wisniewski Has a claim for _____
name of the laborer or claimant) (here insert a brief

79 hours with team at $1.00 hour less one meal $78.50
mention or description of the labor, materials or provisions performed or

_____ In the sum of $78.50
furnished.) (here insert the amount)

against the bond taken from The Metropolitan Causalty Co of N. Y. - Hansen
(here insert the name of the principal and

& Rowland Inc. of Oregon 1506 Yeon Bld
surety or sureties upon such bond)

for the work of Con. 887 - Construction of a bridge over Rocky Creek
(here insert a brief mention or description of the work

on the Roosevelt Highway Lincoln County
concerning which said bond was taken.)

Signed Charles Wisniewski

ENDORSED;
File No. 651
Filed July 25, 1927, SAM A. KOZER, Secretary of State

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Charles Wisniewski for lubor furnished in the sum of $78.50 against the bond taken from The Metropolitan Casualty Company for construction of a bridge over Rocky Creek on the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on July 25, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of July, A. D. 19 27.

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Charles Wisniewski for labor furnished in the sum of $78.50 against the bond taken from The Metropolitan Casualty Company for construction of a bridge over Rocky Creek on the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on July 25, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of July, A. D. 19 27.

Secretary of State

By _____
Deputy

#847-Lyon&Co
PR#110A

July 23rd,1927

Metropolitan Casualty Ins. Co. of N.Y.
Hamson & Neuland, Ins. Agents,
Yeon Bldg.
Portland, Oregon.

Gentlemen:

This is to inform you that we have received a letter from Mr. Guy E. Young to the effect that the Concrete Surface Corporation of Portland has a claim against H. H. Deering in the sum of $120.50, being for Gas-Tar furnished him in connection with his contract for the construction of the bridge over Rocky Creek in Lincoln County.

This information is given you as you appear on surety on the bond furnished by Mr. Deering in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. E. Christyer,
Chief Clerk.

E C:JG

July 25th,1927

Mr. E. E. Dorrigo,
500 Eagle St.
Portland, Oregon.

Dear Sir:

This is to inform you that we have received a letter from Mr. Guy E. Young to the effect that the Concrete Surface Corporation had a claim against you in the sum of $212.00 being for Gun-Cret furnished you in connection with your contract for the construction of the bridge across Rocky Creek.

Your early attention to this matter will be appreciated.

Very truly yours,

Guy A. Richa,
State Highway Engineer

By

H. H. Glaisyer,
Chief Clerk.

HHG:JS

July 22nd,1927

Mr. Guy E. Young,
Railway Exchange Bldg.
Portland, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 20th inst. in which you advise us of the claim of the Concrete Surface Corporation against H. H. Deering in the amount of $129 for supplying Con-Tex on the bridge over Rocky Creek which was constructed by Mr. Deering for the State Highway Commission.

The protection offered you in connection with this claim is the bond furnished by Mr. Deering in connection with this contract, which is a surety bond underwritten by the Metropolitan Casualty Insurance Co. of N.Y., Hansen & Rowland Inc. agents, Yeon Building, Portland, Oregon.

We would suggest that you take the matter up with the surety company and if you do not secure satisfaction in this way you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the terms of Sections 2991, Oregon Laws.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Claiborne,
Chief Clerk.

HHC:JS

# GUY-K-YOUNG

## BUILDING SPECIALTIES

SAFES AND VAULTS

PORTLAND - OREGON

Railway Exchange Building
Telephone BRoadway 1264

July 20th, 1927

State Highway Commission,
Salem, Oregon.

Attention: Mr. C. B. McCullough,
Bridge Engineer.

Gentlemen:-

This is to notify you that the Concrete Surface Corporation has an account against H. E. Doering amounting to $129.00 for supplying Con-Tex on a recent bridge built by him. The date of this invoice is December 20th, 1926.

We have been unable to get any satisfaction from Mr. Doering so we wish that you would place this letter on record to protect our interest.

Yours very truly,

GUY K. YOUNG

By Guy K. Young

GKY:R

RECEIVED
STATE

#887
Lincoln Co
PIP# 110A

July 21,1927

Cake,& Cake and L. A. Liljequist,
Yeon Building,
Portland, Oregon.

Attention Ralph H. Cake

Gentlemen:

We wish to acknowledge receipt of your letter of the 20th inst. in which you advise us of your claim in the sum of $22 against H. E. Deering, being for planks and timber taken from the property of W. S. Bailey and used in the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

In reply we wish to say that the protection offered you in connection with this claim is the bond furnished by Mr. Deering to the state in connection with this work. The surety on this bond is the Metropolitan Casualty Insurance Company of New York, for whom Hansen & Rowland, Incorporated, are local agents with office at 1506 Yeon Building, Portland, Oregon. Would suggest that you take the matter up with the bonding company.

We note on the carbon copy of your letter to Mr. Deering that you state these planks were used jointly by himself and Kuckenberg-Wittman Company in connection with the construction of the bridge near Depoe Bay. We presume it is your intention to charge 50% of this amount, of $46.00, to each contractor, and we have so indicated in our records. The surety on the bond furnished by Kuckenberg-Wittman Company in connection with the Depoe Bay job is the Independence Indemnity Company for which Bronsell-Slocum Insurance Agency, Incorporated is the local agent, with office in the Henry Building, Portland.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claiayer
Chief Clerk

HBC:L

July 21,1927

Mr. E. E. Deering,
660 Maple Street,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received a letter from Cake & Cake and L. A. Liljequist, Yeon Building, Portland, Oregon, representing W. S. Bailey, in which it is stated that planks and timbers were taken from the property of Mr. Bailey and used in connection with the construction of bridges over Rocky Creek and Depoe Bay on the Roosevelt Coast Highway in Lincoln County. The value of the timber is $92.00. The above-mentioned persons have asked us to retain this amount from the final estimate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claisyer
Chief Clerk

HBC:L

ATTORNEYS AND COUNSELORS

PORTLAND OREGON

July 21,1927

Metropolitan Casualty Insurance Company of New York,
Hansen & Rowland, Incorporated,
1506 Yeon Building,
Portland, Orego.

Gentlemen:

This letter is to inform you that we have today received from Cake & Cake and L. A. Liljquist, Attorneys, Yeon Building, Portland, notice to the effect that H. E. Doering is indebted to W. S. Badley in the sum of $92.00 for planks and timbers taken from Mr. Badley's property, and used in connection with the construction of the Rocky Creek Bridge on the Roosevelt Coast Highway in Lincoln County under construction by H. E.Doering. This information is given you as you appear as surety on the bond of Mr. Doering in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B.Claisyer
Cheif Clerk

HBC:L

CAKE & CAKE AND L. A. LILJEQVIST
ATTORNEYS AND COUNSELLORS
YEON BUILDING
PORTLAND, OREGON

H. M. CAKE
W. M. CAKE
RALPH H. CAKE
L. A. LILJEQVIST

July 20, 1927.

State Highway Commission

Salem, Oregon.

Attention Mr. Devers.-

Dear Sir:

We are inclosing herewith a copy of letter written to the Contractor of the Rocky Creek Bridge for planks used by them from Mr. Badley's property.

We are also sending a letter to the other contractor on the Depoe Bay Bridge as the planks were used by both of them.

If they have not been paid in full by the Commission, will you kindly file this and see that the amount is held up from their final estimate.

We beg to remain

Very truly yours,

RHC

July 20, 1927.

H. A. Loering

569 Maple Street

Portland, Oregon

Dear Sir:

In your work with the State of Oregon on the Rocky Creek Bridge in Lincoln County, men in your employ took and used timber from the property of Mr. W. S. Hadley. These planks and timbers were used jointly by yourself and the Kuckenberg-Wittman Company on the Depoe Bay Bridge job.

The value of this property taken is the sum of $92.00 and we must insist upon re-imbursement in that amount at once.

We are sending a copy of this letter to the State Highway Department.

We beg to remain

Very truly yours,

RHC

#887-
Lincoln Co
PR# 110A

July 17,1927

Le Dow & LeDow Lumber Co.,
Newport,
Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 14th inst. in which you enclose statement of your claim against E. E. Doering for supplies furnished him in connection with his contract for the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County near Newport.

In reply will say that the protection furnished you is a bond furnished by Mr. Doering in connection with this work. This bond is furnished the state for protection of labor, and material claims and all just debts demands and dues incurred against the project. The surety on this bond is the Metropolitan Casualty Insurance Company, for whom Hansen & Rowland Insurance Agents, Inc., are local agents with offices at 1506 Yeon Building.

We would suggest that you file notice of your claim with the surety company and in the event that you do not secure satisfaction, then you still have recourse in the courts. You should also file notice in the office of the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

July 17,1927

Metropolitan Casualty Insurance Co. of N.Y.,
Hansen & Haviland, Inc., Agent,
1504 Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from LaDow & LaDow Lumber Company of Newport, Oregon, notice of their claim against H. E. Doering for lumber furnished him in connection with the construction of a bridge over Rocky Creek near Otter Rock in Lincoln County, state highway contract No. 937.

The amount of this claim is $7.00 for material furnished March 11, 1927. This information is furnished you as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

July 17,1927

Mr. H. E. Doering,
565 Maple Street,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received from LaDow & LaDow Lumber Company of Newport notice of their claim against you in the sum of $7.00, being for lumber furnished you on March 11,1927 used in connection with your contract for construction of a bridge over Rocky Creek on the Roosevelt Coast Highway near Otter Rock.

Very truly yours,

R. A. KLEIN
State Highway Engineer

By
H. E. Claisyer
Chief Clerk

HEC:L

July 14 1927

M N.E. Doring

To LaDow & LaDow Dr.

Terms (March 11 1927)

Billheads. No 60 (July 14, 1927)

| | | |
|---|---|---|
| 200 Bm - 2x6 - #3 Common. | | 7 00 |

Oregon State Highway Commission.
Salem, Oregon.

Gentlemen:

The above statement has been mailed each successive month to the address given for material used in construction of the Rocky Creek bridge some 15 miles up the coast from here.

I had repeatedly requested them credit but this amount of material was ordered direct by the foreman and settlement was promised within 30 days.

I wish at this time to hand it over to the State Commission to be held against their construction bonds for this job as I understand many others have done.

Trusting that you will take care of this matter even though it is a very small account, I am

Yours truly

PR# 1104

NOTED

P R # 1104

NOTED

State Highway Engineer

1927.

# LADOW & [illegible] LUMBER CO.

BUILDING MATERIALS OF ALL KINDS

WOOD FOR SALE

6 TH AND ANGLE STREETS — PHONE 11303

NEWPORT, ORE. March 12, 1927

SOLD TO H. C. Young

DELIVERED TO Bridge Supt.

THIS IS THE ONLY ITEMIZED BILL WE RENDER

| PCS | SIZE | LENGTH | DESCRIPTION | B. FEET | PRICE | TOTAL |
|---|---|---|---|---|---|---|
| 500 | 4" | 2x6 | #3 & Btr. | 5 | 18 | 9 00 |
| | | | Rocky Creek Bridge. | | | |
| | | | Roosevelt Highway | | | |
| | | | North of Otter Rock. | | | |

W. C. Smith

RECEIVED
JUL 19 1927
OREGON

(Synopsis, Section 10191 Oregon Laws)
Every lumber merchant furnishing material to be used in construction, alteration, or repair of any building, shall have a lien upon the same for material furnished at the instance of the owner of the building and every contractor shall be held to be the agent of the owner for the purpose of this act, provided, that every firm furnishing materials or supplies to be used in construction of any building, shall not later than five days from date of first delivery, to any contractor or agent, of such material for wrich a lien may be claimed, deliver or mail to the owner or reputed owner of the property, upon which said materials are to be used, a notice in writing that a lien may be claimed, with the name of mechanic and that delivery has commenced.

[illegible] of July 18, re- [illegible] which you have set for [illegible] At this time I do [illegible] be satisfactory. By [illegible] that time and the [illegible] interfere with any [illegible]

[illegible] vide such parking [illegible] also undertake such [illegible] regard to parking [illegible] depend on the weather. [illegible] could be parked on the [illegible] only would not be placed [illegible] that cars could be [illegible] siderable distance and [illegible] be taken care of. I [illegible] concern on that score.

[illegible] bout the inscription on [illegible] ly like to revise that [illegible] ve used on similar

We could also probably secure the assistance of the traffic force in maintaining order and handling traffic during the dedication.

Will be pleased to have you keep us in touch with developments.

Very truly yours.

State Highway Engineer.

RAK:HI

~~2+2~~

PR-1104

July 14, 1927.

W. C. Belt, M. D.
Toledo, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Receipt is acknowledged of your letter of July 12, regarding the tentative date of September 15th which you have set for the dedication of the bridge over Rocky Creek. At this time I do not know of any reason why this date would not be satisfactory. We expect to have the surfacing well advanced by that time and the construction operations will not in any way interfere with any exercises at the bridge.

We will endeavor to undertake to provide such parking space near the bridge as is available and would also undertake such sanitary arrangements as may be necessary. In regard to parking facilities, I believe that that will entirely depend on the weather, because if it is dry, a large number of cars could be parked on the grassy slopes west of the roadway which probably would not be placed there in wet weather. However, I anticipate that cars could be parked along the side of the roadway for a considerable distance and that all who would attend the exercises could be taken care of. I do not believe it will be necessary for any concern on that score.

In regard to your previous letter about the inscription on the name plate, would say that we would probably like to revise that somewhat to harmonize with wording which we have used on similar bridges which have been dedicated elsewhere.

We could also probably secure the assistance of the traffic force in maintaining order and handling traffic during the dedication.

Will be pleased to have you keep us in touch with developments.

Very truly yours,

State Highway Engineer.

RAK:HI

July 14, 1927.

Mr. J. S. Sawyer:

I have a letter from W. C. Bolt, M. D., of Toledo, who apparently is taking the lead regarding the dedication of the Rocky Creek bridge. He states that a tentative date for the dedication has been set for September 15, but will advise later as to a definite date.

The dedication will cover a little more territory than first planned, since it is proposed now as a dedication of that section of the Roosevelt Highway as well as the bridge.

Dr. Bolt suggests that some arrangements will have to be made for parking space near the bridge and also that some sanitary arrangements should be arranged prior to the date of the celebration. Please keep this in mind and we will discuss it further.

RAK:HI

BALL BLDG.
TOLEDO, OREGON
PHONE 2704

RECEIVED
JUL 14 1927
OREGON
STATE HIGHWAY COMMISSION

Toledo, Oregon, July 12 192 7

Mr. Roy Klein

State Highway Engineer

Salem, Oregon

Dear Sir:

I did not receive any answer to my last letter regarding the dedication of the Ben Jones Bridge across Rocky Creek.

The County Court of Lincoln County has approved the work of the Committee and requested them to continue. We would like to have the dedication on or about September 15th.

The Kiwanas of Tillamook have invited us to meet with them July 28th to perfect plans for the dedication, and we are awaiting word from you regarding the date of dedic tion.

Some arrangements will have to be made to provide parking space near the bridge and some sanitary arrangements such as providing water and a couple of pit toilets for the crowd. Would the State Highway Commission undertake this, or I understand you have a State park there, or will Lincoln County have to provide.

Respectfully,

W. E. Bell

P.S. We would like to get Mr. Rices' estimate as to the number of cars that can be parked near the bridge, on both sides for a mile each way.

BALL BLDG.
TOLEDO, OREGON
PHONE 2704

Toledo, Oregon, June 10, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In reply to your favor of the 5th of May, I beg to say I have delayed answering until I could consult with other representatives of the coast country. This I did at the Roosevelt Highway Association meeting in Portland, and I am trying to arrange a meeting some time in the forepart of July at the Kiwanas Club in Tillamook.

I received a very enthusiastic letter from Mr. Merrick of the Astoria Chamber of Commerce suggesting we hold the celebration some time in September after Labor day. This suggestion meets with general approval, we would like a date set for the middle of the month.

In regard to the inscription, the family would like

"In memory

Benjamin F. Jones

1859--1925

A Pioneer of Lincoln County"

"The Father of the Roosevelt Highway"

and anything the Highway Commission may think appropriate. It has been suggested that a base releif of the bust of Ben Jones might be made by the Art Department of O.A.C. or the University of Oregon. This suggestion is for the approval or rejection of the Commission.

I wish to thank you for your interest in the matter and hope at sometime in the near future to consult you personally in this matter.

Sincerely,

W. C. Bell

PR 110 A

June 25,1937

H. E. Doering,
568 Maple Street,
Portland, Oregon.

Dear Sir:

We hand you herewith a certified copy of notice of claim that has been filed in the office of the Secretary of State, being that of Knickerbocker-Pittman Co. , and is for labor, material provisions, supplies and rental furnished you in the sum of $4,280.18, together with interest thereon, in connection with your contract for the construction of a bridge over Rocky Creek at Station 87 of the Otter Rock-Siletz Bay Section of the Roosevelt Coast Highway in Lincoln County, Oregon.

This notice is being sent you at the request of the Secretary of State. Will you please give it your attention.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
E. B.Glaisyer
Chief Clerk

EBG:L
enc.

June 25,1937

Hon. Sam A. Kozer,
Secretary of State,
Office.

Attention M. J. Kane

Dear Sir:

We acknowledge receipt of your letter of the 20th inst. in which you enclose three certified copies of a notice of the claim of Kuckenberg-Wittmen Co. against H. H. Deering, it being for furnishing of labor, material, provisions, supplies and rental, in connection with their contract for the construction of a bridge over Rocky Creek at Station 87 of the Otter Rock-Siletz Bay Section of the Roosevelt Coast Highway in Lincoln County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Ginleyer
Chief Clerk

HBG:L

June 23,1927

Metropolitan Casualty Insurance Co., of New York,
Hansen & Rowland, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith a certified copy of a notice that has been filed in the office of the Secretary of State by Albert W. Gentner, Attorney, it being the claim of Kuckenberg-Wittman Co. against H. E. Doering, and is for furnishing labor, material, provisions, supplies and rental in the sum of $4,220.16, in connection with his contract for constructing a bridge over Rocky Creek at Station 87 of the otter Rock-Siletz Bay Section of the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety in the bond furnished by H. E. Doering in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claiguer
Chief Clerk

HBC:L
enc.

SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#887
Lincoln Co

June 20, 1927

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H.B.Glaisyer,Chief Clerk)

This is to advise that we received from Albert W. Gentner, Attorney, 822-827 Gasco Building, Portland, Oregon, and filed on June 7, 1927, a notice of claim by Kuckenberg-Wittman Co. for labor, material, provisions, supplies and rental furnished in the sum of $4,280.18, together with interest thereon, against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company of New York, surety, for the work of constructing a bridge over Rocky Creek at Station 87 of the Otter Rock-Siletz Bay Section of the Roosevelt-Coast Highway in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Haas

NH.CS

Metropolitan Casualty Ins. Co. of New York
Mercantile Portland,
Kuckenberg-Wittman

TO THE STATE OF OREGON, SAM A. KOZER, SECRETARY OF STATE, STATE HIGHWAY COMMISSION OF OREGON AND THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK:

NOTICE IS HEREBY GIVEN that the undersigned, Henry A. Kuckenberg and Andrew Wittman, copartners, doing business as Kuckenberg-Wittman Co., have a claim for labor and materials furnished in providing for and delivering crushed rock for H. E. Doering for use in and which were used in the construction of a bridge over Rocky Creek at Station 87 of the Otter Rock-Siletz Bay Section of the Roosevelt-Coast Highway in Lincoln County, Oregon, and for nails and moulding and mesh, guy wire and cable for use in and which were used in the construction of said bridge, and for foodstuffs and groceries furnished to H. E. Doering which were used in feeding laborers employed by H. E. Doering in the construction of said bridge, and for the rental of equipment and hoist used in the construction of said bridge and for the rental of cook house and bedding equipment used in feeding and housing the laborers employed in the construction of said bridge, in the sum of $4,280.19 and interest thereon at the rate of 6% per annum from the dates on which said materials were furnished and delivered, as shown in the statement of account hereto attached, marked Exhibit "A" and by reference made a part and portion hereof, against the bond taken from H. E. Doering as principal and the Metropolitan Casualty Insurance Company of New York as surety for the work of constructing a bridge over Rocky Creek at Station 87 of the Otter Rock-Siletz Bay Section of the Roosevelt-Coast Highway in Lincoln County, Oregon.

Dated at Portland, Oregon this 6th day of June, 1927.

KUCKENBERG-WITTMAN CO.

By HENRY A KUCKENBERG

Oct. 1926 to
March 30th, 1927

1068½ Cu. Yds. of crushed rock delivered on the roadway and agreed value of $3.00 per cub. Yd., $ 3,205.50

Together with labor in stock piling as follows:

Nov. 1926,
Truck time 64½ hours at $1.25 per hour, $ 80.62
1 helper 64½ hours at 56½¢ per hour, 36.28

Dec. 1926,
Truck time 102 hours at $1.25 per hour, 102.50
1 helper 102 hours at 56½¢ per hour, 57.38
$ 301.78 301.78
$ 3,507.28

Nov. and Dec., 1926,
Board furnished to eight laborers employed in construction of bridge, 55 meals at 50¢, 27.50

1,000 feet of " cable at 7½¢ per foot, 75.00

500 feet of 3/8" cable at 5¢ per foot, 25.00

200 feet of cable for guy lines 10.00

May 25, 1927,
2 kegs 16 d Nails $3.40 plus $1.00 frt, 8.80
1 " 8 d " 3.40 " 1.00 " 4.40
5 M 3/4" X 3/4" moulding at $6.00 30.00
250 sq. ft. Mesh at $4.40, 11.00
150 ft. 3/4" Hose at .10 ¢ per 15.75
7 Blankets at $3.00 each, 21.00

Jan. 10th, 1927 to
May 20th, 1927,
Rental:
1 Tent 16x16 8 mattresses
1 Fly " Bedding for 20 men,
8 Steel Bunks
Cookhouse equipment complete for 50 men,
4 1/3 months rental at $50.00 a month, 216.66

Rental:
Jan. 10th, to
May 30th, 1927,
4 buggies 4 hammers
3 wheelbarrows 2 crosscutt saws
15 shovels 1 set chain blocks
8 picks 1 small winch
3 sets rope and blocks 3 spading tools
4 2/3 mos. at $50.00 233.34

Rental hercules Houst track and car Jan. 10th, 1927 to May 25th, 1927, 105 days at $10.00, 1050.00

EXHIBIT "A"

January 17th, 1927.

| | | |
|---|---|---|
| 5 gal. Jelly, | $1.30 | $ 6.50 |
| 11½ Cases Oregon Milk, | 4.80 | 55.20 |
| 4 Sax Flour 100 s | 4.00 | 16.00 |
| 21 Pkgs. Corn Starch, | .09 | 1.89 |
| 4 " Table Salt, | .10 | .40 |
| 4 Gals Catsup, | .74 | 2.96 |
| 4 Gals Sour Krout, | .35 | 1.40 |
| 2 " Apricots, | 7.60 | 1.26 |
| 1 cs. Sugar Corn, | 2.60 | 2.60 |
| 10# Dried Currants, | .17 | 1.70 |
| 15# Tapioca | .06 | .90 |
| 10 Gals Pears, | .58 | 5.80 |
| 8 Gals Peaches, per dz. | 7.50 | 3.04 |
| 5 " Blackberries, | 7.50 | 3.15 |
| 2 " Pumpkins, | 4.80 | 1.60 |
| 2 " Apples cs, | .46 | .92 |
| 20 cans Dutch Cleanser, | .09 | 1.80 |
| 15 Gals. Tomatoes, per dz. | 2.25 | 2.77 |
| 15 cans Sardines, per cs. | 6.00 | 1.88 |
| 50# Table Salt, | 1.50 | 1.50 |
| 4 Gals. Greenbeans, | 4.80 | 2.28 |
| 3 pkgs, Cream of Wheat, | .18 | .54 |
| 55 bars Cryatal White, | .04 | 2.20 |
| 15 Box Matches, | .05 | .75 |
| 27 Cans Lye, | .08 | 2.16 |
| 150# Dried Onions, | .02½ | 3.75 |
| 65# Coffee, | .46 | 29.90 |
| 80# Turnips, | .04 | 3.20 |
| 3/4 cas. Soda Crackers, | 2.45 | 1.83 |
| 100# Beets, | .04 | 4.00 |
| 100# Carrots, | .03½ | 3.50 |
| 26# Rice, | .09 | 2.34 |
| 7# Lima Beans, | .10 | .70 |
| 2# Baye Beans, | .06 3/4 | .20 |
| 1 Gal Wesson Oil, | 1.60 | 1.60 |
| 3 " Vinegar | .45 | 1.35 |
| 200# Sugar, | 6.65 | 13.30 |
| 39 cans Chloride of Lime, | .11 | 4.29 |
| 12# Calumet Baking Powder, per pound, | .22 | 2.64 |
| 12 pkg Soda | .09 | 1.08 |
| 7# Sweet Gr.Chocolate, | .30 | 2.10 |
| 9 Yeast cakes, | .04 | .36 |
| 6# Cod Fish, | .17 | 1.02 |
| 25# Rolled Oats, | .05 | 1.25 |
| 100# Whole Wheat Flour | 4.00 | 4.00 |
| 75# White Flour, | 4.00 | 3.00 |
| 50# Pastry Flour | 4.00 | 2.00 |
| 30# Navy Beans | .07 | 2.10 |
| 1 Gal. Horseradish | 1.40 | 1.40 |
| 25# Lard, | .23 | 5.75 |
| 25# Powder Sugar | .08 | 2.00 |
| 20# Dried Apricots | .30 | 6.00 |
| 15# Macaroni, | .09 | 1.35 |
| 74 Pkgs Jello per cs | 3.50 | 7.00 |
| 10# English Breakfast Tea, | .42 | 4.20 |
| 23 Pkgs tooth picks | .06 | 1.38 |
| 100# Navy Beans, | .07 | 7.00 |
| 26 Pkgs Corn Flakes, | .08 | 1.04 |
| 3 qts. Extracts, | 1.25 | 3.75 |
| 3# Beaded Barley | .07 | .21 |
| 1# Ground Cloves, | .75 | .75 |

| | | |
|---|---|---|
| 1# Nutmet, | .35 | .22 |
| 1# Cinnamon | .50 | .25 |
| 1# Curry Powder | .35 | .35 |
| 1# Cayenne Pepper | .50 | .25 |
| 3/4# Ground Ginger | .40 | .30 |
| 1# Ground Mustard, | .40 | .20 |
| 1# GroundSage | .30 | .15 |
| 4½# Cream of Tarter, | .40 | 1.70 |
| 5# Pearl Barley, | .07 | .35 |
| 17# Farian Breakfast Food, | .08 | 1.36 |
| 3 small jars Mustard, | .10 | .30 |
| 88# Butter, | .48 | 38.44 |
| 1 cs. Eggs, | .35 | 10.50 |
| 1 Ham, 16 lbs. | .40 | 6.40 |
| 2 Bacons 30 lbs. | .37 | 11.10 |
| 1 Cheese 11 lbs. | .51 | 5.41 |
| 5# Cinnamon Bark | .20 | 1.00 |
| 3 cartons Lucky Strike | 1.30 | 3.90 |
| 4 " Camels | 1.30 | 7.80 |
| 7 " Chesterfields, | 1.30 | 9.10 |
| 1 dz Wheat Straw papers, | .48 | .96 |
| 2 " Rizla papers, | .48 | .96 |
| 6 cans Velvet | 1.65 | .85 |
| 8 " Prince Albert | 1.65 | 1.12 |
| 1 Plug Westever | .49 | .49 |
| 28 Cans Copenhagen | .08 | 2.24 |
| 5 Bxs Matches | .05 | .26 |
| 3 Rain Hats, | .65 | 1.95 |
| 59 Bars Rose City Soap per cs. | 7.50 | 4.45 |
| 13 prs. Cotton Socks per dz. | 1.60 | 1.73 |
| 7 Towels | .25 | 1.75 |
| 4 Bandanas | .08 | .32 |
| 10 Sacks Coal, | 1.40 | 11.40 |
| | Total, | $ 5,305.78 |

Less Credits as follows:

| | | |
|---|---|---|
| Rental of Compressor Jan. 10th, 1927 to May 25th, 1927, 105 days at $10.00 per day, | $ 1,050.00 | |
| Cash, | 200.00 | |
| Board Furnished employees, | 75.60 | |
| | $1,325.60 | 1,325.60 |
| | | $ 4,280.18 |

ENDORSED:
File No. 625
Filed June 7, 1927, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Kuckenberg-Wittman Co. for labor, material, provisions, supplies and rental furnished in the sum of $4,280.18, together with interest thereon, against the bond taken from H. E. Doering, principal, and the Metropolitan Casualty Insurance Company of New York, surety, for the work of constructing a bridge over Rocky Creek on the Roosevelt-Coast Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 7, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of June, A. D. 1927.

Sam A. Kozer

Secretary of State

By _____

Deputy

BP#10A

June 23,1927

Hon. S. A. Kozer,
Secretary of State,
Office.

Attention H. J. Hess

Dear Sir:

We acknowledge receipt of your letter of the 20th inst., in which you enclose three certified copies of a notice of the claim of O. J. Perry against H. E. Deering, it being for labor and materials furnished H. E. Deering in connection with his contract for the construction of a bridge at Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

June 25,1927

Metropolitan Casualty Ins. Co. of New York.
Hansen & Rowland, Agents.
Yeon Building.
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of a notice that has been filed in the office of the Secretary of State by O. J. Perry against H. E. Doering, it being his claim for labor and material furnished in the sum of $242.07, in connection with his contract for construction of a bridge at Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety in the bond furnished by H. E. Doering in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glainyer
Chief Clerk

HBG:L
Encs.

June 23,1927

Mr. H. E. Doering,
868 Maple Street,
Portland, Oregon.

Dear Sir:

We hand you herewith a certified copy of notice of claim that has been filed in the office of the Secretary of State, being that of O. J. Perry and is for labor and material furnished you in the sum of $262.07 in connection with your contract for the construction of a bridge at Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

This notice is sent you at the request of the Secretary of State. Will you please give it your attention.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
enc.

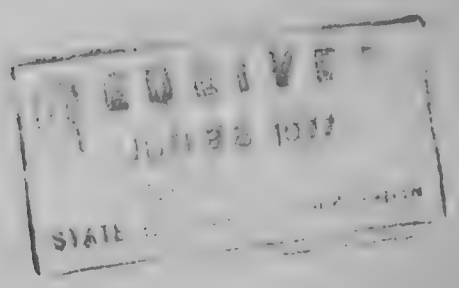
...ZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#607
Lincoln Co

June 20, 1927



State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H.B.Glaisyer,Chief Clerk)

This is to advise that we received and filed as of June 17, 1927, a notice of claim by O. J. Perry, for labor and materials furnished in the sum of $242.07 against the bond taken from H. E. Doering, principal, and The Metropolitan Casualty Insurance Company of New York, surety, for the work of constructing the Rocky Creek Bridge, in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Haas

NH.CS

# United States of America

## STATE OF OREGON

I, SAM A. KOZER, Secretary of State of the State of Oregon and Custodian of the Seal of said State,

That I have carefully compared the annexed copy of Notice of Claim by C. J. Perry for labor and materials furnished in the case of State of Oregon vs. The

Newport, Oregon.

June 15 1927.

To, The State of Oregon.

Notice is hereby given that the undersigned, O J Perry, has a claim for labor and materials, the labor being performed on trucks and machinery, and the materials being used on trucks and machinery, said trucks and machinery being used for the prosecution of the work hereinafter mentioned, in the sum of two hundred forty two dollars and seven cents, ($242.07) against the bond taken from H E Doering the principal, and The Metropolitan Casualty Insurance Company of New York, the sureties, for the work of constructing the Rocky Creek Bridge, located in Lincoln County, Oregon.

O. J. Perry.

Newport, Oregon.
June 15 1927.

To, The State of Oregon.

Notice is hereby given that the undersigned, O J Perry, has a claim for labor and materials, the labor being performed on trucks and machinery, and the materials being used on trucks and machinery, said trucks and machinery being used for the prosecution of the work hereinafter mentioned, in the sum of two hundred forty two dollars and seven cents, ($242.07) against the bond taken from H E Doering the principal, and The Metropolitan Casualty Insurance Company of New York, the sureties, for the work of constructing the Rocky Creek Bridge, located in Lincoln County, Oregon.

O. J. Perry.

ENDORSED
File No. 633
FILED June 17, 1927, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by O. J. Perry for labor and materials furnished in the sum of $242.07 against the bond taken from H. E. Doering, principal, and The Metropolitan Casualty Insurance Company of New York, surety, for the work of constructing the Rocky Creek Bridge, in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 17, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of June, A. D. 19 27

Sam A. Kozer

Secretary of State

By _____

Deputy

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by O. J. Perry for labor and materials furnished in the sum of $242.07 against the bond taken from H. E. Doering, principal, and The Metropolitan Casualty Insurance Company of New York, surety, for the work of constructing the Rocky Creek Bridge, in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 17, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of June, A. D. 19 27

Sam A. Kozer

Secretary of State

By _____

Deputy

PR #1107

June 22,1927

H&R. Doering Construction Company.
660 Maple Street,
Portland, Oregon.

Dear Sirs:

We hand you herewith a certified copy of notice of claim that has been filed in the office of the Secretary of State, being that of The Manning Transfer Company, and is for hauling lumber and other timber products for you in the sum of $251.00, in connection with your contract for the construction of a bridge at Rocky Creek on the Roosevelt Coast Highway, in Lincoln County.

This notice is sent you at the request of the Secretary of State. Will you please give it your attention.

Very truly yours,

ROY A.KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG L
enc.

June 25,1927

Hon. Sam A. Kozer,
Secretary of State,
Office.

Attention M. J. Haas

Dear Sirs

We acknowledge receipt of your letter of the 18th inst. in which you enclose three certified copies of a notice of the claim of Elmer Horning, Manager of The Horning Transfer Company, against H. E. Doering, it being for hauling lumber and other timber products in connection with their contract for the construction of a bridge at Rocky Creek, onthe Roosevelt Coast Highway in Lincoln County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

June 23,1927

Metropolitan Casualty Ins. Co. of New York,
Hansen & Rowland, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith a certified copy of a notice that has been filed in the office of the Secretary of State by Elmer Herring, Manager of The Herring Brewster Company, it being their claim against H. E. Doering Construction Company, and is for hauling lumber and other timber products in the sum of $251.00, in connection with his contract for constructing a bridge on the Roosevelt Coast Highway at Beaty Creek, in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety in the bond furnished by H. E. Doering Construction Company in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
enc.

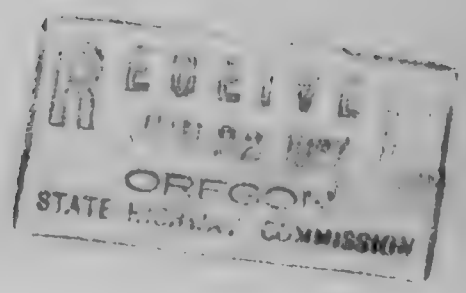
...RETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#887
21 B-L

June 18, 1927




State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr.H.B.Glaisyer,Chief Clerk)

This is to advise that we received and filed on June 9, 1927, a notice of claim by Elmer Horning, Manager of The Horning Transfer Company, for hauling in the sum of $251.00 against the bond taken from H. E. Doering Construction Company, principal, and the Metropolitan Casualty Insurance Company, surety, for the work of constructing a bridge on the Roosevelt Highway at Rocky Creek, in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Haas

NH.CS

# United States of America

## STATE OF OREGON

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That [illegible]

To the State of Oregon and the Secretary thereof:

Notice is hereby given that the undersigned, Fred Horning, doing business in Toledo, Oregon, as The Horning Transfer Company, has a claim for hauling lumber and other timber products for the highway improvement known as the Rocky Creek Bridge, in the sum of $251.00, against the bond taken from H. E. Doering Construction Company, as principal, and the Metropolitan Casualty Insurance Company, as, surety, for the work of constructing a bridge on the Roosevelt Highway at Rocky Creek, in Lincoln County, Oregon, known as the Rocky Creek Bridge.

Dated at Toledo, Oregon this 6th day of June, 1927.

ELMER HORNING-MRG.

ENDORSED:

File No. 628

Filed June 9, 1927, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Elmer Horning, Manager, for hauling furnished in the sum of $251.00 against the bond taken from H. E. Doering Construction Company, principal, and the Metropolitan Casualty Insurance Company, surety, for the work of constructing a bridge on the Roosevelt Highway at Rocky Creek, in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 9, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of June, A. D. 1927.

Sam A. Kozer
Secretary of State

By _____
Deputy

PR 110 C

June 10th, 1927

Mr. H. H. Heerlig,
[illegible]
Portland, Oregon.

Dear Sir:

Your request for an extension of time on contract No. 107, Rock Creek bridge, Beverly Creek Highway, was considered at the May meeting of the Commission and the following action was taken:

"H. H. Heerlig, contract No. 107, Rock Creek Bridge, Beverly Highway, Lincoln County, requested an extension of time to June 30, 1927. The Engineer reported that the completion of this job had been delayed solely because it was not started promptly and materials were not brought in during the summer months. He recommended that the extension of time be granted subject to engineering cost assessment to the contract completion date. Recommendation approved by the Commission."

Very truly yours,

JH

State Highway Engineer.

#807
Lewiston Co.
PF 110A

June 4, 1927

Metropolitan Casualty Co. of N.Y.
Emmons & Rowland, Ins. Agents,
Yeon Bldg.
Portland, Oregon.

Dear Sirs:

This is to advise you that we have received an affidavit from Rumsberg-Pittman Company in which they set out their claim against H. E. Doering in connection with his contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway near Newport. The amount of the claim is not stated, but is for material and labor furnished Mr. Doering.

This information is given you as you appear as surety on the bond furnished by H. E. Doering in connection with said contract.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. E. Claiayer,
Chief Clerk.

HEC:JS

June 4, 1927

Mr. H. E. Doering,
568 Maple St.
Portland, Oregon.

Dear Sir:

This letter is to advise you that we have received affidavit of Knowlberg-Wittman Company in which they set forth their claim against you in connection with your contract for the construction of the bridge over Rocky Creek near Newport. The amount of their claim is not stated.

Your early attention to this matter will be much appreciated.

Very truly yours,

Ray L. Klein,
State Highway Engineer.

By

L. L. Gilmore,
Chief Clerk.

RLK:JC

June 4, 1927

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Hann, Filing Division.

We acknowledge receipt of your letter of the 3rd inst. to which you attached the request of Albert W. Gardner for a certified copy of the contract and bond executed by H. H. Deering in connection with the construction of the bridge over Rocky Creek near Newport.

In response to this request we are today forwarding a certified copy of this contract to Mr. Gardner as requested.

Relative to the matter of pay for this copy, will say that it has been our practice to furnish these copies free of charge when affidavits have been filed in compliance with Section 2981, Oregon Laws. You may, therefore, return the blank check which was submitted by Mr. Gardner.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. E. Blaisyer,
Chief Clerk.

HEB:JS

June 4, 1927

Mr. Albert E. Gessner,
823-827 Gasco Bldg.
Portland, Oregon.

Dear Sir:

Your letter of the 31st ultimo, addressed to the Secretary of State in which you enclose affidavit of Kuckenberg-Wittman Company disclosing their claim against H. H. Deering in connection with his contract for the construction of a bridge over Rocky Creek near Newport, has been handed to us for reply, and asking us to furnish you the certified copy of contract which you request.

We enclose herewith said certified copy of contract.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Claiborne,
Chief Clerk.

HBC:JS

H. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

June 2, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

We are enclosing, for your attention, a request by Mr. Albert W. Gentner, Attorney at Law, 822-827 Gasco Bldg., Portland, Oregon, accompanied by an affidavit by Henry A. Kuckenberg, for a certified copy of the contract and bond executed by H. E. Doering in connection with the construction of the Rocky Creek Bridge, near Newport, Oregon.

In connection with this matter, wish to say that Mr. Gentner advises that he will be glad to pay for any expense for preparing above copies, which he desires at the earliest possible moment. In fact, he has mailed to us a check in blank amount to cover such expense, if any.

Kindly acknowledge receipt of the request and affidavit, and oblige.

ANSWERED
H. B. G.

Yours very truly,

FILING DIVISION,

By M. J. Sears

H/L

Law Offices of
Albert W. Gentner
322-327 Gasco Building
Portland, Oregon

MAY
31 st,
1927

Secretary of State of
the State of Oregon
Salem, Oregon

Dear Sir:

I am enclosing herewith Affidavit of Kuckenberg-Wittman Company furnished in compliance with Section 2991, Oregon Laws 1920, showing that Kuckenberg-Wittman Company has furnished labor or materials to H. E. Doering in the construction of Rocky Creek Bridge, near Newport, Oregon.

Would you kindly forward to me immediately certified copy of the contract of said H. E. Doering with the State of Oregon and the bond which he has executed, for the purpose of instituting action against him.

Very truly yours,

Albert W Gentner

AWG:KB
Enc.

Respectfully referred to State Highway Commission

STATE DEPARTMENT

STATE OF OREGON, }
County of Multnomah. } ss.

I, HENRY A. KUCKENBERG, being first duly sworn, depose and say:

That I am one of the members of the copartnership composed of Henry A. Kuckenberg and Andrew Wittman, copartners doing business as Kuckenberg-Wittman Company; and I do further depose and say that said Kuckenberg-Wittman Company has furnished labor and/or materials to H. E. Doering for the prosecution of the work being undertaken by said H. E. Doering, in the construction of Rocky Creek Bridge, near Newport, Oregon, for the State of Oregon; and that said Kuckenberg-Wittman Company has supplied said H. E. Doering with said labor and/or materials and that payment for the same has not been made.

This Affidavit is made in compliance with Section 2991, Oregon Laws 1920, for the purpose of obtaining a certified copy of the contract and bond of said H. E. Doering.

Henry A. Kuckenberg

Subscribed and sworn to before me this 31st day of May, 1927.

Albert A. Gentner

Notary Public for Oregon
My Commission Expires:
June 24th, 1929

PR#110A

# Chamber of Commerce

"THE SPRUCE CITY"

May 5, 1927.

W. C. Belt, M. D.,
Toledo, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of May 4th regarding the dedication of the new concrete bridge across Rocky Creek on the Roosevelt Highway north of Otter Crest. In response would say that the Highway Commission is always very much pleased to work out matters of this kind in cooperation with the local communities to the best interests of all concerned. The Commission, however, has always made it a policy to leave the detail of such matters as the arrangement of ceremonies and program entirely in the hands of the local committees.

In the present instance we are not at this time prepared to say just when this bridge will be completed. The contract work has proceeded very slowly throughout the winter under adverse weather conditions and, even now, we are unable to definitely predict just when this bridge will be completed and open for traffic, but in any event not prior to July 1. Since the surfacing of this section will probably only be fairly begun on that date and the balance will be a dirt road, it is suggested by the writer that, since this is the last unit of the Roosevelt Highway to be completed between Astoria and Newport, that perhaps you might find it desirable to defer the dedication ceremonies until later in the summer when the surfacing is completed or at least well advanced toward completion. It is my understanding that it has been suggested by the communities along the coast that at that time an opening up or a dedication of the entire highway between Newport and Astoria be celebrated. The thought occurred to the writer that perhaps it might be desirable to combine both of these ceremonies.

The Highway Commission has already designated this as a memorial bridge in honor of Mr. Jones and, following its previous practice, would expect to secure the bronze name plate to be placed upon the bridge. We would be very pleased to receive suggestions as to the desirable wording.

As stated above, the Highway Commission will be very willing to meet any plans that the local committee may devise and my only object in mentioning the above was to give you the advantage of some plans which I know have been considered by the other communities along the Roosevelt Highway.

Very truly yours,

RAK:HI

State Highway Engineer

MEMBER OF
STATE CHAMBER COMMERCE

# Chamber of Commerce

"THE SPRUCE CITY"

TOLEDO. ORE.

May 4, 1927

State Highway Commission
Salem, Oregon

Gentlemen:

The citizens of Lincoln County are very anxious to cooperate with you in the dedication of the Ben Jones Bridge, across Rocky Creek. The Chamber of Commerce in Toledo has appointed a committee, to this end:

(1) We would like to have you set an approximate date for the ceremony.

(2) Does the State Highway Commission provide the placque, or should the citizens and friends?

(3) Could we have put on it " In memory of Ben F. Jones, the Father of the Roosevelt Highway"?

(4) Are the ceremonies incidental to the dedication arranged by the Highway Commission or a local committee?

I have seen the Jones Family. They would be much pleased to have a suitable tablet put on the bridge, but do not desire to take an active part in the dedication.

As soon as I can hear from you I will go ahead, looking to the organization of a County Committee.

Respectfully,
W. B. Bellamy

Chairman of Committee.

#8874 888
PR 110A

May 4,1927

H. E. Deering,
568 Maple Street,
Portland, Oregon.

Ruckenbert & Vitman,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have received a communication from the Sunset Investment Company, in which they state that they have a claim against you in the sum of $150, being damage done on their property by reason of cutting of approximately 150 trees on the property owned by them at DePoe Bay.

It seems that most of these trees were cut and used as wheel guards for use in connection with road way construction by hauling contractors in connection with each of the bridges under construction at Depoe Bay and Rocky Creek.

It seems to us that this is a matter that should be settled between yourselves and the Sunset Investment Company. Will you therefore take the matter up with these people for satisfactory adjustment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

May 4,1927

Metropolitan Casualty Insurance Co.,
Hansen & Rowland, Inc.,
1506 Yeon Building,
Portland, Oregon.

Independent Indemnity Co.,
Brownell & Slocum, Insurance Co.,
Henry Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have received from the Sunset Investment Company, 320 Selling Building, Portland, notice of their claim in the sum of $150.00 for damage done to their property by the cutting of approximately 150 trees on property owned by them at DePoe Bay.

The claimant suggests that the trees were cut and used as wheel guards on the road way by the men doing the hauling for the DePoe Bay and Rocky Creek bridges. They apparently have reference to the hauling contractors, Smith & Thomas.

This notice is given you as you appear as surety on the bond furnished by each of these contractors in connection with the aforementioned bridges.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. D. Glaisyer
Chief Clerk

HDG:L

OREGON
STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
320 OREGON BUILDING
SALEM

May 4,1927

The Sunset Investment Co.,
320 Selling Building,
Portland, Oregon.

Attention R. C. Yeast, President

Gentlemen:

Your letter of the 9th ult. addressed to Mr. W. W. Stiffler, formerly Resident Engineer at Taft, Oregon, concerning your claim against Ruckenberg Wittman Company in the sum of $150 has been refferred to this office for reply.

It appears to us that your claim is a matter to be settled between yourselves, the contractors and the contractors' bondsmen. We would suggest therefore that you file your notice with each of those concerned. In connection with Ruckenberg Wittenberg's contract, will say that this is Contract No. 886 for the construction of a bridge over DePoe Bay in Lincoln County. The surety on the bond is the Independent Indemnity Company for whom Brownell & Slocum Insurance Company are local agents, with offices in the Henry Building, Portland, Oregon.

The contract awarded Mr. Deering is No. 887, for construction of a bridge over Rocky Creek. The surety on his bond is the Metropolitan Casualty Insurance Company for whom Hansen & Rowland are local agents, with office at 1506 Yeon Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

FORM 2E B-4888 1500 4-27

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

# OREGON
# STATE HIGHWAY COMMISSION
## BRIDGE DEPARTMENT

315 OREGON BUILDING
SALEM May 2, 1927.

Mr. H. B. Glaisyer,
Chief Clerk,
O f f i c e.

Dear Sir:-

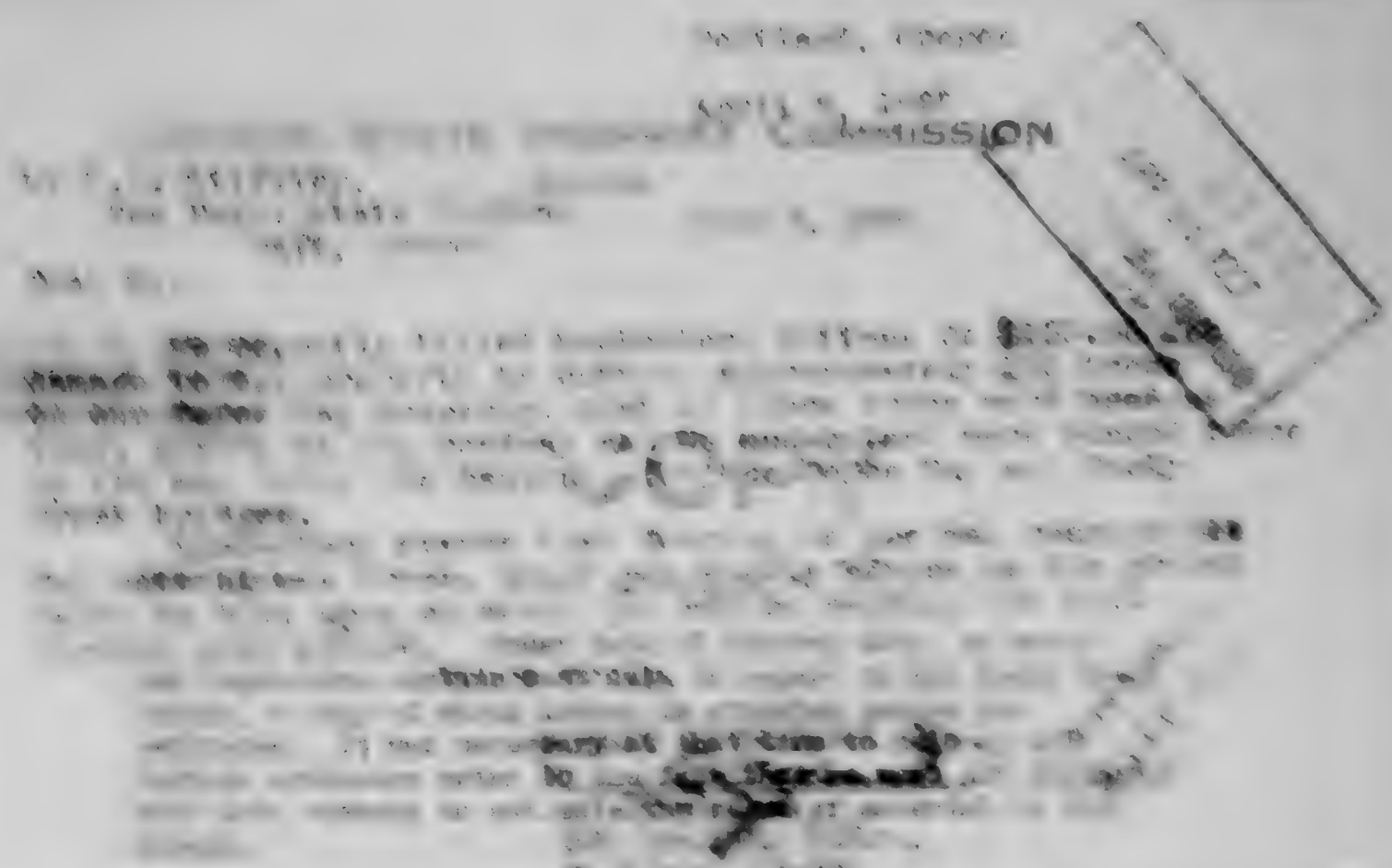
Herewith copy of letter to Mr. W.W.Stiffler from the Sunset Investment Company. This communication pertains to certain damage done by Smith & Thomas who were subcontractors both for Doering and for Kuckenberg & Wittman. It seems to me that this bill should be passed along to the bondsmen for both of these contractors.

I investigated the claim on the ground and personally, I do not see where any great amount of damage has been done, most of the trees being very small. However, this appears to me to be a matter that the respective contractors and their bondsmen should straighten out between them.

Very truly yours,

Bridge Engineer.

CBMcC:RP



can not be furnished you other than the provision in the specifications requiring that no estimates be rendered while orders issued by the engineer remain uncomplied with. We can issue a monthly estimate bringing the work up to date, but can not, under our specifications, issue a final as long as this cost data is not forthcoming.

We have no desire to hold up payment on this work. As a matter of fact, I have spoken to you about this matter on several occasions. I am instructing our resident engineer to send in a monthly estimate on this work, bringing the same up to date, and will forward the same to you in due course. In the meantime, I would like to hear from you in reference to this matter as we are very anxious to secure this data and bring our records up to date.

Very truly yours,

Bridge Engineer.

CBMcC:RP

FORM 9 25150 930-9-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

PR 110 A

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

April 9, 1927.

Mr. H. E. Dearing,
560 Maple Street,
Portland, Oregon.

NOTED
State Highway Engineer

COPY

Dear Sir:- MR. KLEIN

Under date of October 25th, we wrote you requesting certain cost data in regard to the Rocky Creek Bridge, a copy of which letter is attached hereto for reference. It was necessary at that time to hold up all further estimates owing to the fact that we were not furnished with data whereby to estimate the value of material on the ground.

Since that time this material has been incorporated into the work and there is no reason why estimate can not be furnished you other than the provision in the specifications requiring that no estimates be rendered while orders issued by the engineer remain uncomplied with. We can issue a monthly estimate bringing the work up to date, but can not, under our specifications, issue a final as long as this cost data is not forthcoming.

We have no desire to hold up payment on this work. As a matter of fact, I have spoken to you about this matter on several occasions. I am instructing our resident engineer to send in a monthly estimate on this work, bringing the same up to date, and will forward the same to you in due course. In the meantime, I would like to hear from you in reference to this matter as we are very anxious to secure this data and bring our records up to date.

Very truly yours,

Bridge Engineer.

CBMcC:RP

OREGON STATE

October 25, 1926.

Mr. H. E. Doering,
568 Maple St.
Portland, Oregon.

Dear Sir:-

We are in receipt of advice from our resident engineer, Mr. J. T. Skelton, to the effect that some difficulty has arisen in reference to the furnishing of cost data in regard to certain items of work pertaining to the Rocky Creek Bridge, for which you have the contract.

Attention is called to paragraph 14, page 6 of our specifications, which reads as follows:

"The contractor shall furnish the Engineer every reasonable facility necessary for obtaining such information as he may desire respecting the character of the materials and the progress, manner and cost of the work and shall furnish on request, all available data concerning deliveries and cost of material and employment of men necessary to check up the progress of the work.

The contractor shall also supply the Engineer, upon request, complete data as to the amounts of the various classes of labor, their rates of pay and the distribution of their time to the several features of the work."

We are instructing our resident engineer to hold all estimates until this paragraph of the specifications is strictly complied with.

Very truly yours,

Bridge Engineer.

CBMcC:LRP
CC - J.T.Skelton

PR 110A

February 7, 1927

Mr. H. H. Doering,
868 Wayne Street,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received a notice from Mr. T. H. Hines of Newport, Oregon, of his claim against you in the sum of $16.20 against your contract for the construction of the Rocky Creek bridge.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

by

H. B. Glaisyer,
Chief Clerk.

HBG:HI

February 7, 1927

Metropolitan Casualty Insurance Co.,
Hansen & Newland, Inc., Agents,
1506 Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from Mr. T. E. Hines of the Hines Plumbing Shop, Newport, Oregon, notice of his claim against H. E. Doering in the sum of $16.20, being against Mr. Doering's contract for the construction of the Rocky Creek bridge. This information is given you as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

#888 + 887
PR 110

HINES PLUMBING SHOP February 7, 1927

Mr. T. E. Hines,
c/o Hines Plumbing Shop,
Newport, Oregon.

Dear Sir:

We have your letter of the 3d inst. in which you advise us of your claim against Kuckenberg & Wittman in the sum of $1.05 and against H. E. Doering in the sum of $16.20, being in connection with state highway bridge contracts held by the parties mentioned above.

The contract awarded to Kuckenberg & Wittman is state highway contract No. 888, being for the construction of the Depoe Bay bridge. In connection with this project, Kuckenberg & Wittman furnished the State Highway Commission with a surety bond which was for the purpose of protecting all labor and material claims. The surety on this bond is The Independence Indemnity Company, for whom Brownell-Slocum Insurance Agency are the local agents with offices in the Henry Building, Portland, Oregon.

The contract awarded to H. E. Doering is for the bridge over Rocky Creek. The surety on the bond furnished by Mr. Doering is the Metropolitan Casualty Company of New York, for whom Hansen & Rowland, Inc. are the local agents with offices in Room 1506 Yeon Building, Portland.

We would suggest that you file notices of your claims with these surety companies. No doubt they will give you some satisfaction. In the event that you do not secure satisfaction with them, then you still have recourse in the courts as provided in Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed. In accordance with Section 2991 of the Oregon Laws, you should file notice of your claim with the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

Dec - 3 - 192 4.

Highway Engineer Dept.
Salem, Or —

In Account With

# HINES' PLUMBING SHOP

**All Kinds of Plumbing and Sheet-Metal Work.**

**NEW AND SECOND-HAND GOODS.**

Eight per cent Interest After 30 Days

I have a bill from
Kempner Whitman Co. #788
Depot Bay Contractors &
Aug - 6" to the amount of 1.00
I am unable to collect it
can you advise me what to do
about it -
Also H. E. Doering of Yachats
Creek Bridge #787
Act 5 - $10-30
Jan - 26 - 5.90
$16.20

have sent statements, can
get no reply. -

Yours
T. E. Hines

ANSWERED
H. B. G.

#887-
Financial Co
PR 110 A

February 1, 1927.

Mr. H. W. Gauntlett, Cashier,
The Bank of Newport,
Newport, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 31st ultimo concerning claims against Knickenberg-Wittman Co. and H. E. Doering, in connection with their contracts for the construction of bridges on the Roosevelt Coast Highway north of Newport.

In connection with all state highway contracts the contractor is required to furnish a surety bond for the protection of labor and material claims and to insure the satisfactory completion of the project. Such bonds were furnished in each of the above instances and is the protection offered the claimant in connection with each. The surety on the bond furnished by Knickenberg-Wittman Co. is The Independence Indemnity Company, Brownell-Slocum Insurance Agency, Inc. agents, Henry Building, Portland, Oregon, H. C. Leigh, manager. Their contract is number 888 and is for the construction of a bridge over Depoe Bay.

The contract awarded to H. E. Doering is for a bridge over Rocky Creek, No. 887. The surety on the bond furnished by Mr. Doering is The Metropolitan Casualty Insurance Co. of N. Y. Hansen and Rowland, Inc. agents, 1506 Yeon Building, Portland, Oregon.

We would suggest that the claimant file notice with the surety company in each instance and should they not secure satisfaction in this manner, then they still have recourse to action in the courts and should file notice of their claim with the Secretary of State in conformance with Section 2991, Oregon Laws.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

# The Bank of Newport

OFFICERS AND DIRECTORS
L.H. PAYNE, PRESIDENT
GEO. S. HUMPHREY, VICE PRES. H.W. GAUNTLETT, CASHIER
BERT E. ALLEN - GEO. H. WILCOX - W.H. WILLIAMSON

Newport, Oregon.

January 31st, 1927.

Rocky Creek -
The Contracting Co. Inc. G. 7914
Herman & Hawkins Inc.
1566 Jam

Secretary State Highway Commission,

Salem, Oregon.

Dear Sir:

#889

Some of our depositors have long past due claims against the Kuckenberg Wittman Co. and H. E. Doering constructing the two bridges above here. #887

Isn't it necessary for them to file their claim with their bondsmen ? If so, please give me their name and address.

Wilson Hoard
The Pittsburgh Bridge Co.
Mansell Iverson
Henry Hoard
#1 Hwy Engr

Yours very truly,

H. H. Gauntlett

Cashier.

NOTED
H. B. GLAISYER

#887-Lincoln
PR110A

January 28, 1937.

Mr. H. E. Doering,
868 Maple Street,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have received from Joe Minton, attorney at law, Newport, Oregon, notice of a claim of Geo. H. Wilcox, in the sum of $300 for groceries and general merchandise furnished you in connection with your contract for the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County. Please give this matter your immediate attention.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. E. Glaisyer,
Chief Clerk.

HEG:B

January 28, 1927.

Metropolitan Casualty Insurance Co. of N. Y.
Hinson and Rowland, Ins. Agents,
1206 Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have received a notice of claim of Geo. E. Wilson against E. H. Doering, it being for groceries and supplies furnished Mr. Doering in connection with his contract for the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in the northern part of Lincoln County, being state highway contract No. 887.

This notice is given you as you appear as surety on the bond furnished by Mr. Doering in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

January 28, 1927.

Mr. Joe Hinton,
Attorney-at-Law,
Newport, Oregon.

Dear Sir:

In response to your request of the 10th inst. we are mailing to you herewith certified copy of contract awarded to H. E. Doering for the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk.

MBG:B

State of Oregon, )
County of Lincoln ) ss.

I, Geo. H. Wilcox, being first duly sworn on oath say that I am in the Grocery and General Merchandise Business within the City of Newport, Lincoln County, State of Oregon; that I have furnished groceries and merchandise to H. E. Coring, contractor for the Rocky Creek Bridge on the Roosevelt Highway in Lincoln County, State of Oregon; that said groceries and merchandise were used by the said H. E. Coring in furthering the construction of said bridge; that said groceries and merchandise were used by the said contractor in maintaining the camp and feeding the men employed in the construction of said bridge; that the said H. E. Coring, contractor is still indebted to affiant for said goods in the sum of approximately $800.00.

Geo H Wilcox
Affiant.

Subscribed and sworn to before me this 10th day of January, 1927.

C. E. Shuffield
Notary Public for Oregon.

My Commission Expires Feb. 15. 1928

Joe Stanton
Newport.

ANSWERED
H. B. G.

#887

PP 10A

# HANSEN & ROWLAND INC.

GENERAL AGENTS

TACOMA - SEATTLE - PORTLAND

SURETY BONDS - GENERAL INSURANCE - INVESTMENTS

TACOMA, WASHINGTON.

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

December 9, 1926

DEC 10 1926
OR.
STATE HIGH.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Mr. Klein: Re: Bond H. E. Doering
Contract #887 - Bond #35462

We are in receipt of copy of your letter dated December 6th addressed to Mr. Doering.

We are very sorry indeed, you find it necessary to take such action as we understood from Mr. Doering that the work was progressing in a much more satisfactory manner. We have communicated with Mr. Doering and he advises that he intends to see you possibly today.

We believe that arrangements can be made which will make it unnecessary for your Department to forfeit this contract, and before such forfeiture actually takes place the writer would appreciate a conference with you, and unless I hear to the contrary, will arrange to meet you in Salem or Monday.

Yours very truly,

I. C. Rowland.

ICR:GAL

Copy sent Bridge Dept

PP 110 A

OREGON
STATE HIGHWAY COMMISSION

November 29, 1926.

Members of the State Highway Commission.

Gentlemen:

On May 25, 1926, bids were received for the construction of a reinforced concrete arch bridge across Rocky Creek on the Roosevelt Highway. The award of the contract was made subsequently on June 4, 1926 to the low bidder, H. E. Doering, whose bid was approximately $65,000. The date set for completion was December 1, 1926.

The contractor failed to begin work on this project within the specified fifteen days' time and, in fact, practically nothing was done at all during the first two months, which resulted in the loss of good working weather and the opportunity to use the roads for hauling operations during the summer months when road conditions were the best.

The contractor has failed to make any consistent progress since the beginning, with the result that on November 20th our field reports indicated that only 4.7% of the reinforcing steel had been placed and only 7.1% of the concrete had been poured. It could be reasonably expected that at this time, the job should be 90% complete.

As to the adequacy of our time limit, comparison is made with a similar structure located within 3 miles of this one under more difficult construction conditions, contract for which was awarded at the same time but which is now practically completed.

It is very important that this Rocky Creek bridge be completed at once, as it will be necessary to use it in hauling in rock crushing equipment and hauling rock surfacing materials over it. The non-completion of the bridge will adversely affect the prices bid by the contractors on the surfacing project which should be let in the early spring.

The contractor is now in default, as he can not complete the contract within the time limit or any reasonable extension thereof, therefore, I would recommend that the contract be cancelled as provided in the specifications set out under "Annulment of Contract" page 15.

Very truly yours,

State Highway Engineer.

WAW:HT

FORM SS A2166 2M 9-26

PR-110 A

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY
C. B. McCULLOUGH
BRIDGE ENGINEER

# OREGON
# STATE HIGHWAY COMMISSION
## BRIDGE DEPARTMENT

315 OREGON BUILDING
SALEM November 27, 1926.

file

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

I wish to call your attention to the following communication from J.T.Skelton in reference to the Rocky Creek Bridge:

"Mr. Hans Jewel, Mr. Doering's fourth Superintendent arrived on the job late yesterday evening. Mr. Kalloway, former superintendent, will be on the job for a few days time to break in the new man.

"I might state that from what I am able to learn, that this last superintendent quit because he had no particular authority on the job, as has been the case with the other superintendents. If he wanted to buy ahything bigger than a screw driver, he had to call up Doering and ask "please may I?" The answer invaribly was "No". As a result of this the job has been practically stalled for the past few weeks, due to lack of suitable equipment to raise the trusses to support the arch rings."

I wish to strongly recommend that the contract be cancelled at the earliest possible date.

I might say that the job is practically at a standstill and we never know from week to week who is going to be in charge of the job.

You perhaps recall the fact that this job was awarded to Doering in the first instance over the protest of this Department. However, we did obtain permission from the Commission to confer with Doering prior to the award and to set forth certain express conditions under which the job would be awarded. These conditions were as follows;

1 - That a competent superintendent should be placed on the job who would be given authority to carry out the work.
2 - That this superintendent should be acceptable to this Department.
3 - That this Department be consulted before any superintendent was placed on the job, so that we might be given a chance to confer with said superintendent and ascertain his qualifications.

All of the above conditions were put up to Mr. Doering and to all of which he gave his apparent hearty consent. Doering has failed in each and every instance to live up to a single one of the above conditions. There has been no attempt to consult this Department in regard to the placement of any superintendent from start to finish. Furthermore, he has had four superintencents, none of whom have had any authority to carry on the work, with the result that practically nothing has been done and we are practically without any control over the job.

This condition is one of the most serious ones which this Department has ever had to face. If we are not allowed to cancel the contract, it simply means that any contractor can do just as he pleases on any job at any time and we are powerless to remedy the situation. Unless the Highway Commission sees fit to stand behind us in this matter, I wish to decline any responsibility whatsoever for the results obtained and to put myself on record at this time, in case a situation developes similar to the unfortunate state of affairs at the Klamath River Bridge.

Mr. Doering's time is up the first of the year. I would suggest that the Commission take definite action refusing to estend the time and that Doering be notified of the cancellation of his contract, in accordance with the terms of the standard specifications, page 15, paragraph 50.

Very truly yours,

Bridge Engineer.

CBMcC:RP

PR 110A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

October 6, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 110-A, Otter Rock-Rocky Creek section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Apr 59 44

Oregon Federal Aid Project No. 110, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 28, 1924, by the State Highway Commission of Oregon, and on November 20, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 110, Section A; and

WHEREAS, the plans and specifications previously approved for Section A of said project provided for the improvement of 3.074 miles of road in Lincoln County, for which the estimate approved was $150,205.00, and $56,343.61 Federal funds were set aside to the credit of Section A of said project; and

WHEREAS, the construction of said Section A in accordance with the plans and specifications previously approved has been completed, finally inspected and accepted, at a total cost of $164,430.72, and voucher in the sum of $56,343.61 has been passed for payment as the share of the Federal Government on said Section A; and

WHEREAS, the said State Highway Commission now requests a reopening of said Section A and a revision of the plans, specifications and estimates approved therefor to provide for the construction of a bridge across Rocky Creek, at an estimated cost of $50,080.25; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from the previous actual payment of $164,430.72 to $214,510.97, and that the Federal funds approved and

set aside to the credit of Section A of said project be increased from the previous actual payment of $56,343.61 to $86,391.76:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

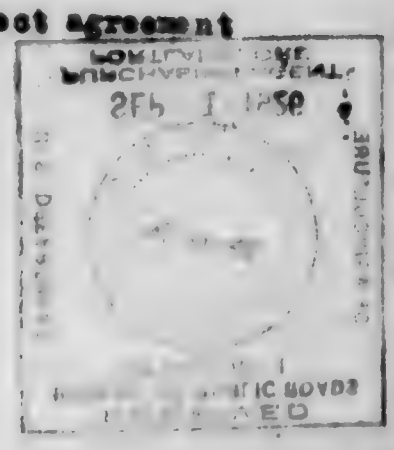
The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-six thousand, three hundred ninety-one and 76/100 dollars ($86,391.76) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the legal Federal pro rata of the total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of eighty-six thousand, three hundred ninety-one and 76/100 dollars ($86,391.76), certified to the Secretary of the Treasury as above mentioned, being not in excess of the legal Federal pro rata of two hundred fourteen thousand, five hundred ten and 97/100 dollars ($214,510.97), the approved total estimated cost of Section A of said project, nor (b) the said legal Federal pro rata of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of August, 1926, and the Secretary of Agriculture on the 18th day of September, 1926.

STATE HIGHWAY COMMISSION OF OREGON

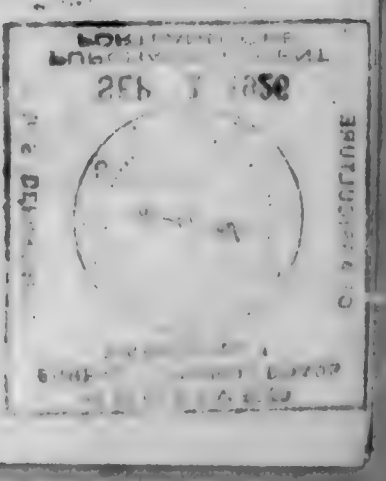
By W. M. Duby
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By W. A. McLaren
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112.



Form PR. 3—Revised

AuPr-594

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the north end of Oregon 98 near Otter Rock, and survey station 92+00, 500 ft. north of Rocky Creek,

locally known as the Otter Rock-Rocky Creek Section of the Roosevelt Coast Highway between Coos Bay and Nebo, Lincoln County, and designated in the records of this Department as Section A of Project No. 112, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 214,510.97 in lieu of the previous actual payment of $56,343.61 as the total estimated cost of said project, and the sum of $ 56,321.76 Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed the legal Federal pro rata of said total estimated cost.

Done at the city of Washington, this 18th day of September one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

ACTING *Secretary of Agriculture.*

CWB

8—4829

FORM 53 ASB 2000 1-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. MALONE, CORVALLIS
} COMMISSIONERS

00 1100

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM August 25, 1926

NOTED
State Highway Engineer

Mr. H. H. Doering,
568 Maple St.,
Portland, Oregon.

COPY

NOTED
State Highway Engineer

Dear Sir:-

We are at a loss to understand why you are not proceeding with your contract for the construction of the bridge over Rocky Creek. Our advice to-date is to the effect that you have not a superintendent on the job.

The season is practically gone and our repeated attempts to stir you into action on this job have proved unavailing.

Kindly be advised that this Department will recommend to the State Highway Engineer that the State bring action against you and your bondsmen for all damages which may be occasioned because of your failure to complete the work on time. This will include not only the usual engineering charges, but the cost of constructing a temporary crossing in order to assist the surfacing operations to be carried on, should the same become necessary.

Very truly yours,

Bridge Engineer.

CJMcC:HP
CC - Metropolitan Casualty & Ins. Co. of N.Y.
CC - R. A. Klein, Office

August 20, 1926.

Hansen & Rowland, Inc. of Oregon,
Agents,
Metropolitan Casualty Insurance Co. of New York,
1506 Yeon Building,
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

Your company has underwritten a surety bond in favor of this Commission guaranteeing the completion of contract No. 207 which consists of the construction of a reinforced concrete bridge over Rocky Creek on the Roosevelt Highway in Lincoln County.

Bids were received on this project May 25, 1926, and the award definitely made a few days later. The completion date provided in the contract is December 31, 1926. This contract being located on the coast the working season is very short, having in mind the fact that an unsurfaced road lies between the bridge and the source of all materials, Rains usually may be expected to shut off all hauling or make it very expensive by the middle of September.

For these reasons it is quite apparent that the fullest advantage must be taken of the summer months. The contractor on this job, Mr. H. B. Doering, made a very late start on the job doing nothing at all on the ground for the first six weeks. After repeated demands on our part a small force was placed on the job but little actual work has been accomplished to date and very little material has been assembled on the ground.

It is a certainty that unless some new life is injected into this job at once that the job cannot be finished by the completion date and that the contractor will suffer heavy losses by reason of deterioration of materials and carrying over the job; but what we are concerned in most, is the fact that we must have this bridge in place on the completion date so that it will be available for hauling road surfacing materials over it next year, as you will appreciate that it will be extremely expensive to build a temporary wooden bridge at this location or haul all the surfacing materials on the present road around the bridge site.

We consider that Mr. Doering has been very dilatory in handling this job and under these conditions it seems advisable to notify the surety company as to actual conditions on this contract at this time. It would be my advice that this contract be investigated from the point of view of the surety company and that Mr. Doering be required to prosecute the work vigorously, otherwise heavy losses are bound to result.

Very truly yours,

State Highway Engineer.

RAK:LM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM August 18, 1926

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e

NOTED
State Highway Engineer

Dear Sir:-

I feel that it is necessary at this time to call your attention to the distinctly unsatisfactory condition of affairs which exists on the Rocky Creek job at the present time.

Briefly reviewing the history of this job, permit me to state that contract for the same was tentatively awarded on May 25th - final award being held up at my suggestion pending a conference with Mr. Doering. The reason for this request may be found in the history of the Winchester job, which was the only other job Doering has ever done for us. During the construction of the Winchester job, the rate of progress was dishearteningly slow and trouble was experienced from start to finish, due to the fact that Mr. Doering persisted in countermanding orders issued by our engineer to his superintendent. Time after time instructions were given to Doering's superintendent in reference to the carrying out of the work. A few days or a few hours later, Doering would arrive on the job and proceed to countermand these orders and to muss up the entire schedule in such a way as to make it impossible for us to successfully supervise or inspect the work. This state of affairs militated both against good workmanship and good progress.

At a conference held June first of this year in reference to the Rocky Creek Bridge, all of these matters were discussed in detail and Mr. Doering agreed to place a first-class superintendent on the work and to prosecute the work at such a rate of speed as would insure completion. He also agreed that orders given by the State Highway Department in reference to carrying out the work, would be rigidly complied with and that the chaotic and altogether unsatisfactory condition of affairs which existed at Winchester would not reoccur

at any time. Based upon these representations on his part, this Department recommended that the contract be awarded to him.

For six weeks practically no work was done on this structure despite our repeated inquiries in regard to the same. On July 13th we wrote Mr. Doering, calling this matter to his attention, a copy of which communication is attached hereto. This communication produced practically no results and again on July 20th we wrote him as follows:

"***we wish to call your attention to the fact that early in June request was made that you secure a competent construction superintendent as called for in the specifications, and that you confer with us in regard to this matter before definitely placing such man upon the job. We have repeatedly called this matter to your attention. Six weeks have elapsed. Nothing has been done in compliance with our request. Nothing has been done toward obtaining aggregate. The season is half over and we are nowhere.

We are today advised that you have placed a foreman by the name of Winters on this job and intend to personally superintend this work. Kindly be advised that this will not meet our requirements and that unless a competent construction superintendent is placed on the job at once, we will recommend immediate cancellation of the contract. This was thoroughly understood in our conversation and was a condition precedent to the award of the contract. We are at a loss to understand your action in this matter and must insist that you comply with the terms of your agreement immediately."

Under date of July 21st, Mr. Doering advised that he would place a superintendent on the job - one E. F. Balgeman, by name. Under date of July 27th we wrote him that this would be satisfactory. This, however, was nearly a month ago and to date Mr. Balgeman hasnot arrived on the job.

In other words, to make a long story short, Mr. Doering has failed to keep his promises or live up to his end of the agreement in every single instance. Nearly

three months have elapsed since the award of this contract and to date there is not a superintendent on the job. The summer is practically over, the winter is upon us with its coast storms and we are exactly at the same place that we were when we started.

Is there not some way that this man can be made to live up to his contract?

Very truly yours,

Bridge Engineer.

CBMcC:RP

**OREGON STATE HIGHWAY COMMISSION**

**SALEM** August 18, 1926

Mr. H. E. Doering,
568 Maple St.
Portland, Oregon.

**COPY**

Dear Sir:-

We wish to call your attention to paragraph 43, page 14 of your contract for the construction of the bridge over Rocky Creek, which paragraph provides, among other things, that the work shall be begun within fifteen days of the signing of the contract. Bids were received for this work on May 25th and the contract was executed shortly thereafter, which means that more than twice the allotted fifteen days has elapsed without any indication on the ground of the work having been started.

We write this letter to call these facts to your attention and to inform you that work must be started on this job at once. The seasons in this part of the country are none too long at best and it will be all that you can do to complete your work by the specified date of completion, even if it were started at the present time.

We wish also to call your attention to the fact that should any extension of time be requested at a later date, we will consider the delay that already has taken place along with any further delay that there may be in determining the conditions under which the request may be granted.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Bridge Engineer.

CBMcC:RP

09 110 A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING.
PORTLAND, OREG.

August 7, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Herewith attached is revised estimate for reopening of Oregon Federal Aid Project 110- Section A. The estimate as submitted showed the total cost for the completed work upon which Federal aid payment was based. In cases of reopenings the figure required is the total actual cost shown on the final voucher, and not the cost upon which Federal aid payment is based. This copy of the estimate is forwarded for your files.

Very truly yours,

C. H. PURCELL
District Engineer.

By A. F. Morris
ACTING

Bridge Engineer.

Encl.

Filed

CBMcC:LM
cc. Mr. Roy A. Klein.

August 7, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Herewith attached is revised estimate for reopening of Oregon Federal Aid Project 110- Section A. The estimate as submitted showed the total cost for the completed work upon which Federal aid payment was based. In cases of reopenings the figure required is the total actual cost shown on the final voucher, and not the cost upon which Federal aid payment is based. This copy of the estimate is forwarded for your files.

Very truly yours,

C. H. PURCELL
District Engineer.

Encl.

By A. F. Morris
ACTING

CBMcC:LM
cc. Mr. Roy A. Klein.

RQ 1102

NOTED
State Highway Engineer

July 27, 1926.

Mr. H. E. Doering,
568 Maple Street,
Portland, Oregon.

Dear Sir:

Confirming our telephone conversation of this morning, it will be satisfactory for you to place Mr. Balgeman on the job at Rocky Creek as superintendent. This, of course, with the understanding that if he fails to prosecute the work at such a rate of speed to insure completion within the time limit or fails to complete the work in a satisfactory manner, he must be replaced by a competent superintendent.

Some little difficulty was experienced at Winchester due to the fact that instructions given your superintendent by our engineer were countermanded by yourself at a later date. This resulted in a general misunderstanding on the work and militated against speed and against good construction; as stated to you in our previous conference this condition cannot obtain on this job and it must be understood that instructions given your superintendent will be rigidly and promptly complied with.

In reference to the rate of progress, as I stated to you over the 'phone, this morning, we must insist that this work be finished this fall in order to avoid interference with surfacing operations next spring. If for any reasons the structures are not completed in time to serve the surfacing contractor, it will be necessary to construct a temporary bridge across the gorge to accommodate the hauling operations of the surfacing contractor. You are doubtless aware that under the specifications this item of cost will be chargeable to your contract as an item of damage incident to failure to complete within the time limit specified.

We are calling this matter to your attention at this time so that you will be fully advised as to the importance of promptly completing the work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Bridge Engineer.

CBMcC:LM
cc. Mr. Roy A. Klein.

FORM SB A36 2500 1-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

July 20, 19[illegible]

NOTED
State Highway Engineer

Mr. H. E. Deming,
566 Maple St.,
Portland, Oregon.

COPY

Dear Sir:-

We have written you today in reference to the matter of obtaining aggregate from the Joslyn-Mallister quarry, in response to your recent telephone request.

Along this same line, we wish to call your attention to the fact that early in June request was made that you secure a competent construction superintendent as called for in the specifications, and that you confer with us in regard to this matter before definitely placing such man upon the job. We have repeatedly called this matter to your attention. Six weeks have elapsed. Nothing has been done in compliance with our request. Nothing has been done toward obtaining aggregate. The season is half over and we are nowhere.

We are today advised that you have placed a foreman by the name of Winters on this job and intend to personally superintend this work. Kindly be advised that this will not meet our requirements and that unless a competent construction superintendent is placed on the job at once, we will recommend immediate cancellation of the contract. This was thoroughly understood in our conversation and was a condition precedent to the award of the contract. We are at a loss to understand your action in this matter and must insist that you comply with the terms of your agreement immediately.

Very truly yours,

C. B. McCullough,
Bridge Engineer.

CBMcC:RP

FORM 58 A&E 2930 1-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. N. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM July 20, 1926

Mr. E. E. Boering,
568 Maple St.,
Portland, Oregon.

COPY

Dear Sir:-

Reference is made to your recent request in connection with the aggregate from the Joslyn-McAlister quarry for use in connection with the Rocky Creek Bridge.

As you are doubtless aware, the terms of your contract specify that all of this material to be available for use in connection with the bridge, should have been taken prior to July 15th. Under date of July 7th we wrote you intimating that perhaps the time limit might be extended to August first, provided you advised us before July 15th. We did not receive advice from you by that time and therefore assumed that you had made other arrangements.

Frankly, we do not feel that we can ask the surfacing contractor to obligate himself in any way, nor do we feel that we can take any further responsibility in the matter. If you wish to obtain the aggregate from the Joslyn-McAlister quarry, we feel that you should do so entirely on your own responsibility and under such terms as may be arranged by yourself and the surfacing contractor, special care being taken not to interfere with the present surfacing operations.

Your attention is particularly called to the fact that various sizes of aggregates are specified for the various concrete mixtures to be used in the bridge work and that arrangements will have to be made to install special screens for obtaining this material.

OREGON



We have no objection to any arrangements which you make with the Joslyn-McAlister quarry, provided that it does not interfere with or delay surfacing operations and provided further that no delay accrues to your work.

We regret that we are unable to assist you further in this matter, but wish to frankly point out the fact that you have had six weeks in which to perfect arrangements for obtaining this material and do not feel in any degree responsible for your failure to have done so.

Very truly yours,

C. D. McCullough,
Bridge Engineer.

CDMcC:RP

June 7, 1926.

FR 110-A
Re-opened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate for modified agreement on the Otter Rock-Rocky Creek Section, Oregon Project No. 110-A, Re-opened.

This estimate has been prepared to cover the construction of the Rocky Creek Bridge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project 110-A Re-opened

## OTTER ROCK-ROCKY CREEK SECTION OF THE ROOSEVELT COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for modified agreement. Project re-opened to cover Rocky Creek Bridge.)

Salem, Oregon, June 5, 1933.

### Rocky Creek Bridge

| | | | |
|---|---|---|---|
| 150 cu.yds | Excavation | $ 5.00 | $ 750.00 |
| 10 cu.yds | Excavation below plane | 12.00 | 120.00 |
| 770 cu.yds | Class "A" Concrete | 32.00 | 24,640.00 |
| 220 cu.yds | Class "B" Concrete | 35.00 | 7,700.00 |
| 165,000 lbs | Metal Reinforcement | .055 | 9,075.00 |
| 745 lin.ft. | Handrail | 4.50 | 3,352.50 |
| | | | $ 45,637.50 |
| | 10% Engr. & Cont. | | 4,563.75 |
| | Total | | $ 50,201.25 |

Length of Project 3.074 miles

Cost per mile, including bridges over 20' Span $65,154.60

Cost per mile, excluding bridges over 20' Span $48,863.04

Statement of completed work performed on Oregon Federal Aid Project No. 110-A, as shown by final voucher

| | |
|---|---|
| Total of construction items | $ 136,580.00 |
| Engineering and contingencies | 13,655.00 |
| Total cost shown by final voucher | 150,235.00 |
| Federal Aid Received | 56,345.61 |

Summary of completed and new work:

| | | | |
|---|---|---|---|
| Original Project, Actual Cost | 150,235.00 | Federal Aid | $56,345.61 |
| New Work, Estimated Cost | 50,000.25 | " " | 30,048.15(60%) |
| | $ 200,235.25 | | $86,393.76 |

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

June 3, 1926.

R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to estimate received for the Rocky Creek bridge, Oregon Federal aid project 110-A.

As this project is being reopened, the following information should be included when submitting the revised estimate on which to base the modified agreement:

"Statement of completed work performed on Oregon Federal aid project No. _____ as shown by final voucher.

Total of construction items ----------$ _____
Engineering & Contingencies ---------- $ _____
Total cost shown by final voucher ------ $ _____
Federal aid received ---------- $ _____

Summary of completed and new work

| | | | |
|---|---|---|---|
| Original project actual cost | $_____ | Fed. aid | $_____ |
| New work cost | $_____ | Fed. aid | $_____ |
| Totals | $_____ | | $_____" |

Also, on the estimate showing the new work should be shown the length, cost per mile, Federal aid per mile of original work and of the new work.

This also applies to 116-B, to #17, and to any other projects which may be reopened.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

OREGON STATE HIGHWAY COMMISSION

Bridge over Rocky Creek - Oregon Federal Aid Project No. 110-A

Estimate with plans. Not as basis for project agreement.

Salem, Oregon, April 27th, 1926

| | | |
|---|---|---|
| Excavation, 150 cu. yds. | $3.00 | $450.00 |
| Exc. below elev. shown, 10 cu. yds. | 5.00 | 50.00 |
| Class A Concrete, 770 cu. yds. | 25.00 | 19,250.00 |
| Class D Concrete, 230 cu. yds. | 25.00 | 5,750.00 |
| Metal reinforcement, 165,000 lbs. | .06 | 9,900.00 |
| Handrail, 745 lin. ft. | 5.00 | 3,725.00 |
| Sub-total - - - - - - - - - | | $39,125.00 |
| + 10% eng. & contingencies- - - - | | 3,912.50 |
| TOTAL COST- - - - - - | | $43,037.50 |

State funds available - $17215.00

Federal Aid Requested - $25822.50

$43037.50

OREGON STATE HIGHWAY COMMISSION

Bridge over Rocky Creek - Oregon Federal Aid Project No. 110-A

Estimate with plans. Not as basis for project agreement.

Salem, Oregon.

May 24, 1926

| | | | |
|---|---|---|---|
| Excavation | 150 cu. yds. at | $4.00 | $600.00 |
| Exc. below elev. shown | 10 cu. yds. at | 5.00 | 50.00 |
| Class A Concrete | 770 cu. yds. at | 29.00 | 22,330.00 |
| Class B Concrete | 230 cu. yds. at | 29.50 | 6,785.00 |
| Metal reinforcement | 165,000 lbs. at | .06 | 9,900.00 |
| Handrail | 745 lin. ft. at | 4.75 | 3,533.75 |
| | Sub-total - - - - - - - - - - - - - | | $43,205.75 |
| | +10% eng. & contingencies - - - - | | 4,320.57 |
| | | | $47,524.12 |

State funds available - - $19,009.65

Federal Aid requested - - 28,514.47

$47.524.12

#762-21GR
PQ 110Q

February 24, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 762 for the construction of the Otter Rock-Rocky Creek Section of the Roosevelt-Coast Highway in Lincoln County consisting of 2097 miles of grading has been completed by the contractor, John Hampshire and that final settlement will be made by the State with said contractor for work done under said contract on or after March 5th, 1926.

The State is advised of one claim against this contract it being in amount $30.00 for labor and filed by [redacted] Nichols. You are advised that the State assumes no responsibility for this claim or any others which may be filed.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. E. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

December 24, 1918.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith copy of a letter we have today received from Mr. John H. Roche, Lawyer, Spokane, Washington, with further reference to the claim of Miss Nicholas against John Hampshire, which letter is self-explanatory.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

December 24, 1925.

Mr. John Hampshire,
Grants Pass, Oregon.

Dear Sir:

We have today received a letter from Mr. John H. Rocks a Lawyer of Spokane, with further reference to the claim of Mike Nicholas, copy of which letter is enclosed herewith and is self-explanatory.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

EBG:LM
Encl.

H. ROCHE

LAWYER

OFFICE 308-10 ZIEGLER BLOCK
SPOKANE, WASH

December 22, 1925.

State Public Highway Commission.
Salem, Oregon.

Gentlemen:

Yesterday I addressed you a letter concerning the claim of Lilo Nichols but since sending said letter I received statement of account from Jean Hampshire, Contractor, and you need not give the matter any further attention.

Yours very truly,

JHR:FS

NOTED
H. B. GLAISYER

In connection with all state highway contracts the contractor is required to furnish a surety bond which is for the purpose of protecting labor and material claims incurred against the various projects. We suggest that the claim be filed with the surety on the bond furnished by Mr. Hampshire in this instance. This surety is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are local agents. Their offices are in the Yeon Building, Portland.

We would also suggest that you file notice of this claim with the Secretary of State. This is necessary in order to hold the surety company responsible and liable after the expiration of one year after the date of completion of the project.

Following our usual practice in matters of this kind we are today calling the attention of Mr. Hampshire and the surety on his bond to this claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

RAK:LM

89 1102

December 23, 1926.

Roche & Ayers,
308-10 Ziegler Block,
Spokane, Washington.

Attention Mr. John M. Roche.

Gentlemen:

We beg to acknowledge receipt of your letter of the 21st inst. advising us of the claim of your client Mr. Mike Nicholas against Mr. John Hampshire, it being his claim for labor performed in the sum of $38.00.

In reply will say that the State Highway Commission has no way of passing on these claims and are therefore, not in a position to make settlement of Mr. Nicholas's claim.

In connection with all state highway contracts the contractor is required to furnish a surety bond which is for the purpose of protecting labor and material claims incurred against the various projects. We suggest that the claim be filed with the surety on the bond furnished by Mr. Hampshire in this instance. This surety is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are local agents. Their offices are in the Yeon Building, Portland.

We would also suggest that you file notice of this claim with the Secretary of State. This is necessary in order to hold the surety company responsible and liable after the expiration of one year after the date of completion of the project.

Following our usual practice in matters of this kind we are today calling the attention of Mr. Hampshire and the surety on his bond to this claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ROCHE
LAWYER
OFFICE 308-10 ZIEGLER BLOCK
SPOKANE, WASH.

December 21, 1925.

State Public Highway,
Salem, Oregon.

Gentlemen:

Mike Nicholas claims that he was employed by John Hampson a contractor for the State Highway Commission at Otter Rock, Camp No. 2, with headquarters at Grants Pass, Oregon, for which there is still due about $38.00. It seems that Mr. Hampson has neglected to pay this man or give his claim for wages any attention. We are under the impression that the State Highway holds these gentlemen responsible to their employees and for that reason I take the liberty of addressing you this letter.

Any information you can give us on this subject will be greatly appreciated.

Yours respectfully,

ROCHE & ROCHE,

By Chas. H. Roche

JHR:FS

ANSWERED
H. B. G.

December 23, 1925.

Mr. John Hampshire,
Grants Pass, Oregon.

Dear Sir:

This letter is to advise you that we have today received a letter from Mr. John H. Roche, lawyer, Spokane, Washington, in which he states that you owe a client of his, Mike Nicholas by name, the sum of $58.00 for labor performed for you in connection with your contract No. 752 for the grading of the Otter Rock-Rocky Creek Section. It seems that this man was employed by you at Camp No. 2.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:MH

December 23, 1925.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by John Hampshire in connection with his contract No. 762 for the construction of the Otter Rock-Rocky Creek Section of the Roosevelt Coast Highway, that we have today received notice of the claim of Mr. Mike Nicholas against Mr. Hampshire, it being for services rendered and is in the sum of $38.00. This claim has been presented by his attorney Mr. John H. Roche of Spokane, Washington.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PR#110F

December 16, 1925.

Mr. John Hampshire,
Grants Pass, Oregon.

Gentlemen:

Reference is made to the arrangement whereby 126 feet of 24 inch concrete pipe, purchased by you for use on the Otter Rock-Rocky Creek project was transferred to Joplin & Eldon for use on the Agate Beach-Newport project.

We find that this transaction can be best handled in our accounts if this pipe be purchased from you by us as pipe left on hand at completion of your work, and that it then be sold by us to Joplin & Eldon. We, therefore, will include in your next estimate 126 feet of 24-inch concrete pipe, and payment for same will be made to you at a price of $3.59 per foot.

As Joplin & Eldon have already made a payment to you of $283.50 on this pipe, we request that the whole of that amount ($283.50) be repaid to Joplin & Eldon. We will appreciate your early attention to the making of this repayment.

Please also execute and return to us the enclosed price agreement.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP
Encl.

OREGON STATE HIGHWAY DEPARTMENT

# PRICE AGREEMENT

## Applying to Extra Work and Extra Material

Job ..... Rocky Creek-Otter Rock, Grading .....

Highway ..... Roosevelt Coast ..... Date ..... June 14, ..... 1938

County ..... Lincoln ..... Contract No. ..... 288 .....

Contractor ..... John Hampshire .....

Address ..... Granite Pass, Oregon. .....

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: ..... For 24-inch reinforced concrete pipe left on hand at completion of project. .....

Location by station numbers: .....

Estimated quantities and agreed prices: .....

124 lin.ft. - 24-inch Reinforced Concrete Pipe @ 15.89 $1968.36

Price includes cost of pipe f.o.b. job, and cost of moving from the job to Monterey.

Specifications: ..... Instructions of Engineer .....

(Use back of sheet if more space is required)

Recommended for approval:

..... Resident Engineer.

Signed:

..... Contractor.

Recommended for approval:

..... Division Engineer.

Approved:

..... State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit the original and four copies to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer and the Resident Engineer.

#762-21-PB
09 1102

December 2, 1925.

Mr. John Happshire,
Grants Pass, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 27th enclosing voucher for payment of work to November 20th on your contract No. 762, Otter Rock-Rocky Creek Section in Lincoln County.

Please be advised that it will not be necessary for you to make application for further extension of time on this contract as the work will only run over the limit a few days.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. B. Clanton,
Chief Clerk.

Dict. by J. McFarlane.

# JOHN HAMPSHIRE
CONTRACTOR

REPLY TO

Grants Pass, Oregon.
November 27, 1925.

State Highway Commission.,
Salem, Oregon.

Attention: Mr. Sawyer:

Dear Sir:

I am enclosing herewith claim covering November 20th. estimate of our Otter Rock to Rocky Creek contract.

We note that the monthly estimate is numbered Number 13, work done to November 20th. 1925. This office was informed by our Superintendant, Mr. Sheik, that this particular contract was completed October 31st. and accepted. If this is not the case we will be obliged to ask our surety for an extension of time as our previous extension expired October 31st.

Kindly advise as we do not want the payment of our claim held up.

Very truly yours,

John Hampshire

JH:HK.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Oct. 31, 1925

Job Name Rocky Creek - Otter Rock

Week from Oct. 24 to Oct. 31

Mail Address Newport, Ore.

Highway Roseburg Coast

Telegraph or Telephone Address

County Lincoln Job Prefix 2-1PE

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Steam shovel moved to Nye Creek A.P. Y. for loading cars - Tuesday Oct. 27.

Finishing of grade, completion of surfacing and placing of culverts.

Removal of equipment.

Work complete except compressor and minor dressing up of grade.

NOV 1925

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Res. Engineer

## GRADING CONSTRUCTION

Total miles of grading on project ..... 3.07

Miles completed ..... 3.07

Miles completed except finishing .....

Miles covered by contractor's forces ..... 10

Miles cross-sectioned ..... 3.07

Miles cross-sections completed and checked ..... 3.07

Miles to be remeasured ..... 03

Number men in Engineering Party ..... 3

Contractor's average force for week ..... 10 ..... men,

..... teams, ..... 1 ..... steam shovels

Grading work will be completed about ..... Completed.

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

## SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

This job ..... 21PB ..... Percentage ..... 10

Other jobs ..... 2106 ..... Percentage ..... 30

Other jobs ..... 2166 ..... Percentage ..... 60

Other jobs ..... Percentage .....

June 24, 1925.

Mr. Martin Pereshetian,
405 Bank of Commerce Bldg.,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 22d regarding quantities of work performed by certain sub-contractors on the Otter Rock-Rocky Creek Section, Contract No. 762.

The quantities shown on our June 20th estimate, as issued by our Resident Engineer, are as follows:

Sam Hannigan - Sta. 35 ∠ 25 to 39 ∠ 50 North

| | | |
|---|---|---|
| 1,281.0 | cu.yds | Common Excavation |
| 1,776.2 | cu.yds | Intermediate Excavation |
| 4,040.9 | cu.yds | Solid Rock Excavation |
| 200 | yd.sta | Overhaul |
| 111 | lin.ft. | 12" Plain Concrete Pipe |
| 114 | lin.ft. | 24" Reinf. Concrete Pipe |

Geo. Kofedas - Sta. 84 ∠ 50 to 88 ∠ 00 North

| | | |
|---|---|---|
| 85.4 | cu.yds | Intermediate Excavation |
| 11,601.7 | cu.yds | Solid Rock Excavation |
| 15,400 | yd.sta | Overhaul |
| 120 | lin.ft. | 12" Plain Concrete Pipe |
| 12 | lin.ft. | 24" Reinf. Concrete Pipe |

It is to be understood of course, that these figures are only approximate, and are subject to correction, both in succeeding monthly estimates, and in the final estimate. No responsibility is taken for the accuracy of the figures until such time as the final estimate is issued. It may be a matter of our or five months before this final estimate is prepared, and the exact final quantities are available.

Mr. Martin Fernestrom

Owing to the time which will elapse and the possibility of your request being overlooked, we would suggest that you write us again, requesting the final figures at a later date.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

L. H. Prehart
Office Engineer

Dict by J. W. DeBemma/AP

MARTIN FERESHETIAN
ATTORNEY-AT-LAW
403 BANK OF COMMERCE BLDG.
SALEM, OREGON

June 22,1925.

Mr,Roy Klein , State Highway Engineer,

Salem, Oregon.

My dear Mr.Klein :

Will your office oblige me by giving me information as to the amount of material that has been removed by the following sub-contractors - names and location of work done given below -

Sam Mossignan and others , Contractor John Hampshire .
Work done between Stations 33 and 40, Otter Rock-Rocky Creek Section of the Roosvelt Coat Highway, inLincoln County. and

Geo Kofedis and Others, Sub Contr. with the same John Hamshire, Contractor the work having been done betwean Stations 54 and 63 , the same Highway.

I would like the final figures turned in by the Contractor ,and if the figures are not as yet available, I would consider it a favor if you will send the figures to me when available.

Thanking you for past courtesies , I am,

Sincerely yours,

M. Fereshetian

09-1102

June 8, 1925.

Mr. Martin Pereshetian,
Attorney at Law,
403 Bank of Commerce Bldg.,
Salem, Oregon.

Dear Sir:

Reference is made to your inquiry of today regarding quantities of excavation handled by Mr. Sam Messigon, sub-contractor between Stations 35 and 40 on the Otter Rock-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County.

The last field estimate which we have received on this work covers the work done to May 20, 1925. The next estimate will be issued dated as of June 20. The estimate shows that the work done by Messigon was between Station 35 + 25 and Station 38 + 75 instead of the limits which you mention. The quantities given on the estimate for May 20 are as follows:

| Station | Gen. | Int. | S. R. | 24" Gens. Pipe |
|---|---|---|---|---|
| 35+25 N to 35+25 N | 300 | 300 | 700 | |
| 35+75 N to 38+25 N | 1000 | 1000 | 2000 | |
| 38+75 N (Culvert) | | 35.1 | | 105 |
| Totals | 1300 | 1335.1 | 2700 | 105 |

I It is very apparent that the quantities for the general excavation are approximate only as they are given in round figures. We presume that these were merely estimated from the appearance of work, and were not actually measured up and calculated at the time of submitting the intermediate progress estimate. The figures herewith are given to you for what they are worth, but you will understand of course, that they are subject to revision and correction, not only in future intermediate estimates, but in the final estimate.

The yardage will be accurately measured and calculated before the payment of the final estimate of the work, and all prior estimates will be subject to correction at that time.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

MARTIN FERESHETIAN
ATTORNEY-AT-LAW
409 BANK OF COMMERCE BLDG.
SALEM, OREGON

John Hampshire General Contractor .

Sam Mossigon , sub contractor .

Otter Rock-Rocky Creek Section of the Roosevelt Highway.
Engineer 's Station No, 33/00 and E.S. 40 /00.

Work done before 1st of June.

May 20th, Estimate - 1931.

Sta 33+27 to 38+73 - Mossigan Sub-contr.

| Sta | Com. | Int | S.R. | 24 Cond. Pipe |
|---|---|---|---|---|
| 33+27N to 35+27N | 300 | 300 | 700 | |
| 35+27N to 38+27N | 1000 | 1000 | 2000 | |
| 38+73 N (Culvert) | | 35.1 | | 105 |
| Totals | 1,300 | 1335.1 | 2,700 | 105 |

FR 110-A

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

December 4, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project #110-A, Otter Rock-Siletz Bay section of the Roosevelt Coast Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer.

By _____
Acting

RECEIVED
DEC 5 1924
OREGON

Form P. R. 2

State Oregon

Project No. 110, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of October, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 15th day of July, 1924, a project statement, which was approved by the Secretary on the 6th day of September, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 6th day of September, 1924, and approved by the Secretary on the 20th day of Nov., 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-six thousand, three hundred forty-three and 61/100

dollars ($56,343.61) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State ....from sale of bonds authorized by Legislature under
(Include amount, date, and citation of
Chapter 175, Laws of 1917, and Chapter 51, Laws of 1920
act of legislature by which authorized.)

*(*b*) By the count..... of .....
(Include amount, date, and citation of statute
by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(*c*) By the count..... of .....
(Include amount, date, and citation of statute
by which authorized, and whether derived from tax levy or bond issue.)

*(*d*) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between the north end of Oregon 98 near Otter Rock, and survey station 92+00
500 ft. north of Rocky Creek
.....terminal points, a distance of 3.074 miles, known locally as the Otter Rock-Rocky Creek Section of the Roosevelt Coast Highway between Coos Bay and Nebo, Lincoln County, being Section A of Oregon Federal Aid Project No. 110 as approved by the Secretary of Agriculture on September 6, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will later submit plans, specifications and estimates and enter into project agreements to cover the remaining mileage of said Oregon Project No. 110 as approved by the Secretary of Agriculture on September 6, 1924, and that it will construct, or cause to be constructed, with or without Federal Aid, the bridge over Rocky Creek included within the terminal limits of Section A of said project.

(d) The Highway Department hereby agrees that, immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(e) The Highway Department hereby agrees that, with or without Federal Aid, it will increase the width of the roadway on the section of the project covered by this agreement when, and as, traffic conditions may require.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of fifty-six thousand, three hundred forty-three and 61/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of one hundred fifty thousand, two hundred five and 00/100 dollars, the approved total estimated cost of Section A of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **18,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chapter 237, Laws of 1917**
(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 20th day of November, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By H. H. Baldwin
Member, State Highway Commission
(Title of officer.)

By W. H. Mackenzie
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

Howard M. Gore
ACTING Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the north end of Oregon 98 near Otter Rock, and survey station 92+00, 500 ft. north of Rocky Creek,

locally known as the Otter Rock-Rocky Creek Section of the Roosevelt Coast Highway, between Coos Bay and Reedsport, Lincoln County, being Section A of Oregon Federal Aid Project No. 110 as approved by the Secretary of Agriculture and on September 6, 1924,

designated in the records of this Department as Section A of Project No. 110, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 150,205.00 as the total estimated cost of Section A of said project, and the sum of $ 56,343.61 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 61.1367 per cent of said total estimated cost.

Done at the city of Washington, this 20th day of November one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore
Acting Secretary of Agriculture.

GPO 8—4820

GMB

Form No. 39—22192—6M—8-28

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

# FIELD ENGINEER'S WEEKLY REPORT

Date Oct. 25, 1928

Job Name Nehalem Riv. Brdg.

Week from Oct. 18 to Oct. 25

Mail Address Newport, Ore.

Highway Pac. Hwy. (Co.)

Telegraph or Telephone Address Newport, Ore.

County Lincoln Job Prefix 2 F.B.

Express and Freight Address Newport, Ore.

**General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:**

Con. Cofferdam at Con. Crib.

NOTED
H. A. K.

Con. Con. Crib #2 - N. 0 & 45. North

" " " - " " Elk. 32 "

Con. Cofferdam - Rock - grading - Sta. 685 72 - North

Stopped - Tides.

Con. cofferdam at Sta. 66 - North

Started - Driven 3rd material in 1-30 Bent

Part of Con. Rock and Excavation

Work of B.P.R. operating Tug Timber

NOTED
J. S. SAWYER

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Res. Engineer

## GRADING CONSTRUCTION

Total miles of grading on project 3.07

Miles completed

Miles completed except finishing

Miles covered by contractor's forces .5

Miles cross-sectioned .03

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 3

Contractor's average force for week 45 men,

5 teams, steam shovels

Grading work will be completed about July 1925

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

## SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

This job 21PB Percentage 100%

Other jobs 21PA Percentage

Other jobs Percentage

Other jobs Percentage

110-a

October 1, 1926

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for Project Agreement for the Otter Rock-Rocky Creek Section, Oregon Federal Aid Project No. 110-A.

As noted on the estimate it is not probable that the Rocky Creek Bridge will be placed under construction until some time next year. Owing to the fact that we are now reaching the limitation of Federal Funds available, we would like to have the agreement for the Project executed without setting aside from the present allotment any sum for the structure.

Very truly yours,

HOY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer.

Dict. by J. W.DeSouza/LL

cc

Project No. 130 A

OREGON STATE HIGHWAY DEPARTMENT

OTTER ROCK-ROCKY CREEK SECTION OF THE
ROOSEVELT COAST HIGHWAY IN LINCOLN COUNTY.
(Estimate as basis for project agreement
based on contract prices for grading.)

Salem, Oregon, Sept. 25, 1934

| | | | | |
|---|---|---|---|---|
| | | Clearing and Grubbing | | 10,000.00 |
| All required | | Common Excavation | .55 | 11,550.00 |
| 21,000 | cu. yds. | Intermediate " | .55 | 12,100.00 |
| 22,000 | " | Solid Rock " | .85 | 90,950.00 |
| 107,000 | " | Overhaul | .05 | 2,900.00 |
| 58,000 | Sta. yd. | 12" Concrete Pipe | 2.00 | 3,800.00 |
| 1,900 | Lin. ft. | 18" " " | 4.00 | 1,200.00 |
| 300 | " | 24" " " | 5.00 | 4,050.00 |
| 810 | " | | | |

| | |
|---|---|
| Sub-Total | 136,550.00 |
| 10% Engr. & Cont. | 13,655.00 |
| Total | 150,205.00 |

Length of Project 2.072 miles
Cost per mile 48,596.86

| | | |
|---|---|---|
| State Funds Available | 93,861.39 | |
| Federal Aid Requested | 56,343.61 | (37,511%) |
| | 150,205.00 | |

Federal Aid Recommend_____

(Rocky Creek Bridge not included as this structure will not be placed under contract until next year, and the present Federal Funds Available are now becoming exhausted.)

Sept. 18, 1934.

The Bureau of Public Roads.
New Post Office Bldg.,
Portland, Oregon.

PR 110A

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on the Otter Creek-Rocky Creek Section of the Roosevelt Coast Highway, project No. 110 A.

Four blue print sets of plans and one original set of cross sections are today going forward to you under separate cover. If you will return these original cross sections to us upon your completion of the inspection of the plans, we will be pleased to supply you with blue print copies of such sets as you may desire.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. De Sousa ER

Enclosures

OREGON STATE HIGHWAY DEPARTMENT — Project 110A

OTTER ROCK - ROCKY CREEK SECTION OF THE ROOSEVELT

COAST HIGHWAY IN LINCOLN COUNTY.

Salem, Oregon, Sept. 11, 1934.

| | | | | | |
|---|---|---|---|---|---|
| All Required | | Clearing & Grubbing | | | $17,000.00 |
| 21,000 | Cu. Yds. | Common Excavation | | $0.35 | 7,350.00 |
| 22,000 | " " | Intermediate Excavation | | 0.60 | 13,200.00 |
| 107,000 | " " | Solid Rock " | | 1.25 | 133,750.00 |
| 58,000 | Sta. " | Overhaul | | 0.05 | 2,900.00 |
| 1,900 | Lin. Ft. | 12" Culvert Pipe | | 2.50 | 4,750.00 |
| 300 | " " | 18" " " | | 3.50 | 1,050.00 |
| 810 | " " | 24" " " | | 4.25 | 3,442.50 |
| Rocky Creek Bridge | | | | | 45,000.00 |
| | | | Sub-total | | $ 228,442.50 |
| | | | 10% Engr. & Cont. | | 22,844.25 |
| | | | Total | | $ 251,286.75 |

Length of Project 3.072 miles

Cost per mile - exclusive of Bridge $62,920.72

" " " - including " 81,799.07

State Funds Available $164,717.14

Federal Aid Requested 86,569.61 (34.460652%)

$251,286.75

P.R. 110A

Sept. 8, 1924.

Mr. R. A. Klein,
State Highway Engineer.
O f f i c e.

Dear Sir:

Herewith enclosed please find an estimate of the cost of the Otter Rock - Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County for grading a twenty foot roadbed.

Yours truly,

Division Engineer.

JSS:ER

Enclosure

ESTIMATE OF COST

OTTER ROCK - ROCKY CREEK SECTION

ROOSEVELT COAST HIGHWAY

LINCOLN COUNTY

Grading

20' Roadbed.

| Item | Unit | Rate | Amount |
|---|---|---|---|
| Clearing & Grubbing | All necessary | Lump | $ 17,000.00 |
| Common Excavation | 25,000 Cu. Yds. | $0.35 | 8,750.00 |
| Intermediate Excavation | 21,000 " " | $0.60 | 12,600.00 |
| Solid Rock Excavation | 100,000 " " | 1.25 | 125,000.00 |
| Overhaul | 58,000 Sta. Yds. | 0.05 | 2,900.00 |
| 12" Plain Conc. Pipe | 1,900 Lin. Ft. | 2.50 | 4,750.00 |
| 18" Reinf. Conc. Pipe | 300 " " | 3.50 | 1,050.00 |
| 24" " " " | 810 " " | 4.25 | 3,442.50 |
| | | | $ 175,492.50 |
| | Plus 10% Engr. & Cont. | | 17,549.25 |
| | | | $ 193,041.75 |

CONTRACT #764,

SEE:

CONTRACT #697

764 SEE: Contract 697

CONTRACT #776,
776,925

PR 114 Condon-Thirty Mile Cr. 1924-1926

764.776.925

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

PF 114

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 25, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
AUG 27 1926
OREGON
STATE HIGHWAY DEPT.

Dear Sir:-

Reference is made to our letter of August 11th in regard to final voucher for Oregon Project No. 114, Condon--Thirty-Mile Section.

As stated in our letter, we submitted to the Washington Office copy of your letter of August 4th. We have today received reply, from which the following is quoted:

"The second paragraph of the State's letter states that the final cost on the basis of corrugated pipe would have been $99,887.85, in which we are in agreement, and adds that the total cost on which Federal aid was computed would remain $100,115.12. This is in error as applying the agreement estimate sub-total of $91,013.75 to the total cost of the work $99,887.85 allows an overrun of $8,874.10. This is the only item which can be recognized which is claimed under engineering and contingencies in the voucher submitted and is allowable as the same is less than 10 per cent of the agreement estimate sub-total. The total cost on which Federal aid is computed is therefore $91,013.75 plus $8,874.10, or $99,887.85. Applying a pro rata of 61.13673 we arrive at the maximum payment on the voucher as submitted of $61,068.16.

"We are willing to recognize another final voucher on this project making claim for the difference between $61,068.16, the maximum amount allowable, and $60,931.58, previous payments, or $136.58.

"We are also willing to recognize another final voucher allowing payment of the full amount shown in the project agreement of $61,070.22, provided sufficient items now appearing under engineering and contingencies in the voucher are properly supported. These items are now shown as not claimed. This matter is discretionary with the State.

"In connection with Oregon Federal Aid Project 81 referred to in the State's letter, our attention is brought to the fact that the project agreement allowed $72,701.24 and that later the estimated cost of the project was revised to support an estimated Federal aid of $72,198.55 and that intermediate and final vouchers were submitted on this estimate. The Washington Office, however, increased the final voucher to the amount of the project agreement, $72,701.24.

"The revised estimated cost supporting the estimated Federal aid of $72,198.55 referred to by the State was a combined estimate which had no legal standing in establishing Federal aid and in accordance with established procedure the agreement estimate sub-total was applied to the cost of the project as usual. Engineering and contingencies appeared in this voucher sufficient to allow the full 10 per cent of the agreement estimate sub-total and therefore the full amount of Federal aid provided by the project agreement was obtainable. There was no irregularity in this instance and the case is not parallel to Oregon 114.

"We will be glad to entertain another final voucher on Oregon 114 on the basis of either one of the plans outlined above."

Very truly yours,

C. H. PURCELL
District Engineer

By A. J. Moore
Acting.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 11, 1926.

PR 114

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to your letter of August 4th in regard to final voucher for Oregon Project No. 114, Condon - Thirty-Mile Section.

On November 10th we wrote you advising you of the action of the Washington Office. In this connection the following is quoted from a letter from Washington in reply to our inquiry as to this reduction:

"While no general letter or memorandum has been issued relative to the policy of the Bureau with respect to alternate types, we believe the policy of the Bureau has been pretty generally known by the District Engineers and and that individual letters have been issued from time to time that establish this policy. Our understanding of the policy is this, that where bids are requested on alternate types each of which is considered adequate for the work in hand, Federal aid shall be based on the low bid regardless of type. This not only applies to types of pavement but also different types of concrete culverts and guard rails, in fact any item on which alternates are asked."

With particular reference to Oregon-114, it appears to us that the pro-rata share of the United States should have been $61,068.16 instead of the $61,070.22 as submitted by the State, or the $60,931.58, as allowed. This is on the basis of 61.13673% of the agreement estimate amount of $91,013.75 (E. & C. not included) together with $8,874.10, the net overrun allowable after deducting $902.10, which is the difference between the cost of concrete pipe and corrugated pipe. There seems to be no doubt as to the attitude of the Bureau in regard to alternate types, but we do not believe that the percentage should have been reduced from 61.13673% to 61%, and have brought this to the attention of the Washington Office. We have

also submitted to them a copy of your letter. We will advise you as to any further ruling which the Washington Office may make in this regard.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

August 4, 1926 FH 114

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 24 inst., transmitting copy of letter from your Washington office relative to reduction on account of culvert pipe on the final voucher for the Condon-Thirtymile Creek Section, Oregon Project No. 114. For our information and files, we would greatly appreciate a copy of the original ruling covering this question of alternates. The matter as it now stands is confusing to us and we are at a loss to know whether the same procedure is to apply to alternate types of surfacing, paving, bridges, and methods of grading.

With particular reference to project 114, we cannot understand the exact basis for making the reduction of $138.64. Assuming that corrugated pipe had been used instead of concrete pipe, the final cost under "B" should have been $99,887.85 on the final voucher. The total cost (A+F) would have been $111,560.02, but the total cost on which Federal aid is computed (A+G) would have remained at $100,115.12. The total Federal aid payable would also have remained at $61,070.22, as claimed in the final voucher.

It is stated in the letter from Washington that the Federal aid payable is based upon the low bid unit prices for corrugated galvanized iron pipe, but such does not seem to have been the case in figuring the deduction. According to our figures, if the agreement estimate and project agreement has been based on corrugated pipe, the maximum Federal aid payable at 61.13673% would have been $60,587.39. Instead of this the final payments will now amount to $60,931.58. Under these circumstances we cannot understand just how the final voucher should have been prepared.

In answer to the claim that Federal aid should be based upon corrugated pipe, we could concede this freely if the project agreement had been entered into on that basis. However, we wish to call attention to the fact that the agreement was not so prepared, and that it provided that Federal aid should be payable to a maximum of $61,070.22, or 61.13673% of the cost. It does not seem that the final voucher submitted violated either of the limitations provided for.

In addition to our opinion that we are entitled to the full $61,070.22 purely on the merits of the present project, we feel that this opinion is strengthened by precedents on past payments of final vouchers.

On the Madras-North Section, Project No. 81, the agreement was executed on the basis of $72,701.24 of Federal aid. Later the estimated cost of the project was revised to support an estimated Federal aid of $72,198.55, and intermediate and final vouchers were submitted on the basis of this estimate. Your Washington office increased the final voucher to cover total cooperative payments to the amount of $72,198.55, in effect, holding that the amount payable was controlled by the project agreement, regardless of other estimates, and that the full Federal aid set up could be paid as long as it was properly substantiated by final construction items. It appears to us that this case is directly analogous to Project 114, and that the same principle should apply. It is worthy of note that full payment was made on Project 81 regardless of the fact that a modified estimate had been substituted for vouchering purposes, whereas no such estimate ever has been substituted on No. 114.

For our future guidance and control in handling Federal aid projects, we would appreciate your comments on the procedure and restrictions in question.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer .

Dict by J. W. DeSousa/AP

IN YOUR REPLY PLEASE
REFER TO FILE NO.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 3, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed herewith is memorandum from the Washington Office, explaining deduction in final voucher for Federal Aid Project No. 114.

This deduction was made to conform to the low bid unit price on culvert pipe, in accordance with previous rulings by the Washington Office.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

Encl.

July 20, 1926.

B-3

Memorandum to accompany final voucher in triplicate for Oregon Federal Aid Project 114, for the period September 11, 1925 to December 10, 1925, claimed in the amount of $12,376.04. The voucher has been reduced by $138.64.

The maximum Federal Aid payable on this project is based upon the low bid unit price of corrugated galvanized iron pipe instead of concrete pipe as claimed in the voucher.

After making the necessary changes we find the amount now due the State to be $12,237.40, in which amount payment of the voucher is recommended.

Gifford Shoemaker

Acting Chief, Division of Construction.

(2)

June 21, 1926. FR 114

Bureau of Public Roads,
New Post Office Building.
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 16th inst., relative to tests of steel used on the Condon-Thirty-mile Creek Section, Oregon Project No. 114.

This matter was again referred to the Bridge Department, and we have been advised by them that no tests on the steel used on this project were made, the steel used being accepted as a standard commercial grade. Under these conditions it will therefore be impossible for us to furnish you with any test reports.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

June 16, 1926

RECEIVED
JUN 17 1926

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of May 12th relative to tests on steel for Oregon Federal Aid 114, Condon-Thirty Mile Section.

This is called to your attention as the final voucher for this project is being held awaiting receipt of the test reports on steel.

Very truly yours,

C. H. Purcell,

District Engineer

ACTING

Ltr to Br Dept

4776-110E-1
OG 114

DEPARTMENT OF OREGON

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY and SURETY BONDS and BURGLARY INSURANCE

*Gasco Building*

PORTLAND

R.E.PINNEY
*Resident Vice-President*

CLARENCE D.PORTER
*Manager*

D.E.GORTON
*Special Agent*

March 24, 1926.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen. Re: Feldschau & Chaffee-Bond #3236004-A.

Replying to your letter of March 8th.

My file indicates that the Claim of Lamb-Schrader Company of Tillamook, Oregon, was paid on October 23, 1925 and I have their statement showing payment of the account as of that date. I am writing them about the matter so that they may withdraw their claim which has been filed with you.

Very truly yours,

Clarence D. Porter

Clarence D. Porter
Manager.

CDP:EA

#776—110.1
OG 114

March 8, 1926.

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Osage Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 776 for the construction of bridges over Thirty Mile Creek and Condon [redacted] Canyon Creek and two culverts on the John Day Highway in Gilliam County have been completed by the contractors, Feldschau & Chaffee and that final settlement will be made by the State with said contractors for work done under said contract on or after March 17th, 1926.

The State has been advised of one claim against this contract, it being in amount $3,176.56 and filed by the Lamb-Schroeder Company for material furnished. You are advised that the State assumes no responsibility for this or any other claims which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claiger,
Chief Clerk.

Dict. by J. McFarland.

#774 - 11 - BE-1
F-114

March 23rd, 1926.

Mr. Kasper Schild,
Box 448,
Tillamook, Oregon.

Dear Sir:

In reply to your letter of the 22nd instant, concerning the final estimate to Feldschau & Chaffee on their contract for the construction of bridges in Gilliam County, would say that final payment was made to these contractors on March 17th, 1926.

One of the requirements of this Department is that each state highway contractor furnish a surety bond for the protection of all labor and material claims. Such a bond was furnished by Feldschau & Chaffee in this particular instance. The surety in connection with this bond is the Fidelity & Deposit Company of Maryland, for whom Clarence D. Porter is the local agent. His office is in the Gasco Building, Portland, Oregon. We would suggest that you file notice of your claim with the surety company as they are equally responsible and liable for the payment of it as the contractors. If you do not secure satisfaction from either the contractor or the surety on his bond, then you still have recourse to action in the courts as provided by Section 2991 of the Oregon laws, a mimeographed copy of which is enclosed herewith. In accordance with this statute, a notice of your claim should also be filed in the office of the Secretary of State prior to the expiration of a period of one year from the date of completion of the contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

114

Tillamook , Oregon , March 22 1926.

final pd mar 17

State Highway Commission ,

Salem , Ore.

Gentlemen ;

Kindly inform me if a final settlement has been made with Feldschau & Chaffee on their contract building bridges on the Condon Canyon to 30 Mile Creek during 1925. I have a considerable sum of money due me for labor on above contract and have been held off with the statement that the State has not yet paid the contractors in full.

Would it be possible for me to file a claim for labor with you in case you still owe the contractors ?

Thanking you for an early reply , I am

Yours respectfully

Kasper Schild , Box 448 , Tillamook, Oregon.

H. R. G

RB-114

JAMES TOBIN & SON
CONTRACTORS

Eltopia, Wash. March.4, 1926

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In reply to your letter of the 27th. inst. will say that by making a trip to Riparia, Washington we finally chased the check down.

We certainly feel that you gave us a raw deal by keeping us out of this money for so long a time. We are out over $60.00 on interest alone besides other expenses incurred in reciving this check.

We can not figure why you kept us out of this money after receiving signed releases from both Mr.Barr and Mr. Campbell, and after being requested to mail the check to James Tobin & Son at Clarkston, Washington.

Yours very truly,
James Tobin & Son
By a.c.t.

99 114

February 27, 1926.

Campbell, Barr & Tobin,
Clarkson, Washington.

Gentlemen:

Since talking to you today over the phone regarding the final payment in connection with your work in Gillian County we have received the receipt for the registered letter which was sent to you containing these warrants.

This receipt is signed Campbell, Barr & Tobin and is dated February 25th, 1926. That being the date of delivery of the letter. The card did not state who signed for Campbell, Barr & Tobin.

We are unable to decipher the postoffice cancellation mark but it is evident that it was cancelled someplace in the state of Washington.

We have today written to the post master at Condon for further information concerning this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glasgow,
Chief Clerk.

HBG:JM
Ediphoned.

09114

March 8, 1926.

James Tobin & Son,
Clarkston, Washington.

Gentlemen:

With further reference to the matter of final payment to you in connection with your contract for highway work in Gilliam County will say that we have today received word from the postmaster at Condon to the effect that he forwarded the registered letter to you at Ripuria, Washington on February 16th. He states that it was in accordance with instructions left at his office by you at that time and he also states that you called him long distance and was given this same information.

We wrote you several days ago to the effect that the return registery receipt had been received here signed by Campbell, Barr & Tobin. Due to the fact that this receipt was dated the day prior to your calling up by telephone we are now wondering who it was that got the money. Will you kindly advise by return mail.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gilmyer,
Chief Clerk.

HBG:JM
Mlphomcd.
cc James Tobin & Son, Ripuria, Washington.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
MAR 3 1926

February 26-26

Postmaster,
Condon, Oregon.

Dear Sir:

Will you kindly advise us what disposition was made of Registered Letter No. 14887, addressed to Campbell, Barr & Tobin, and which was mailed to them by the State Highway Commission on February 15th, 1926.

We had a long distance call from Mr. Tobin of this firm today, and he states he has not yet received it.

Very truly yours,

R. A. KLEIN
State Highway Engineer.
By H. B. GLAISYER
Chief Clerk

HBG:FM

Condon, Oregon.

March, 1, 1926.

This letter was forwarded to Campbell Barr and Tobin at Riparia, Washington, on Feb. 16th. This was in accordance with instructions left at this office at the time they left. Mr. Tobin called this office and was given this same information.

Yours truly,

NOTED
H. B. GLAISYER

I. L. Laughlin
Postmaster.

pg 114

February 16th, 1926.

James Tobin & Son,
Contractors,
Clarkston, Washington.

Gentlemen:

We have just received your letter of the 13th instant with further reference to the releasing of the final warrant to you in connection with your highway contract in Gilliam County. The warrants were mailed out to you yesterday and they are probably now in your hands.

In justice to Messrs. Campbell & Barr, we wish to advise that we have had no dealings whatever with either of these two gentlemen. Our dealings, at least as far as this office is concerned, have been entirely with you. We have had no intimation whatever from them that things were not going right between you and them. It seems that they have trusted you fully, as far as the disposition of the funds is concerned and were quite willing that all of the warrants be mailed to you to handle. Due to the fact that we had not heard from them concerning the payment, we thought it no more than right that they should be notified when final payments were made, and that is what was done. The next thing that we received was a release on the part of Campbell, Barr & Tobin, signed by all parties concerned. The day after receiving this release, we received a wire from Mr. Barr requesting that we hold this up until he had time to check over the quantities in the estimate. This was entirely satisfactory and legitimate, inasmuch as the estimates were sent to you, and he should have had time to check them all over before the payment was made.

We also received a letter from him to the effect that he had made check on the estimate of quantities and that the same was perfectly all right and it was satisfactory to them to release the warrants, which was done. A letter received from you today is the first intimation that we have had that there was any personal disagreement between yourselves and Messrs. Campbell & Barr.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
H. B. Glaisyer,
Chief Clerk.

hbg/er
dictaphone

JAMES TOBIN & SON
CONTRACTORS

Clarkston Wn. Feb. 13, 1926.

State Highway Commission,
Salem, Oregon

Gentlemen:

Received your letter of February 10th. You state that Mr. Barr is the cause of holding up the payment of the two final vouchers issued to Campbell, Barr and Tobin. I do not understand how he can be holding it up since he turned it over to us as payment of our share of contract! He signed release of same which was mailed to you February 3rd. by us.

We certainly would appreciate your letting us know how this money can be released in the very near future, as it is certainly causing a great deal of inconvenience. Kindly state by what authority

H R C

JAMES TOBIN & SON
CONTRACTORS

he has to hold it, and what are his claims and for how long a time it can be held by.

Seemingly Mr. Barr is satisfied with settlement with us, and I can not figure out what his claims are unless it is a means of satisfying a personal grudge.

Trusting to hear from you in the very near future, we are,

Yours very truly,
James Tobin & Son
By A. T.

ANSWERED
H. B. O.
Dictaphone

99 114

February 10, 1926.

Mr. E. J. O lough, Manager
c/o Arlington Lumber Co.,
Condon, Oregon.

Dear Sir:

We have your letter of the 9th inst. with further reference to your claim against Feldschau & Chaffee and in reply will say that due to the fact that contractors furnish a bond for the protection of all labor and material claims we cannot pay the claim direct and again we have no way of passing upon it.

If you have not already done so, would suggest that you file your claim immediately with the Fidelity & Deposit Company of Maryland who are surety on the bond furnished by Feldschau & Chaffee and their local agent is Clarence D. Porter, Oasco Building, Portland, Oregon.

Due to the fact that the liability of the surety company automatically ceases after the expiration of the period of one year after the date of completion of the project, unless notice of the claim against the project has been filed with the Secretary of State, would suggest that you immediately file your notice with the Secretary of State in conformance with section 8991, Oregon laws, copy of which is attached hereto. We would suggest that you consult your attorney regarding further action in this matter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

# ARLINGTON LUMBER COMPANY

GRAIN, LUMBER, POSTS, WOOD, DOORS, WINDOWS
SHINGLES, BUILDING MATERIAL

E. J. CLOUGH, MANAGER

CONDON, OREGON Feby 9 1926

#776
Multnomah Co
Post Grade

State Highway Comm
H B Glazier Chief Clerk
Salem Ore

Dear Sir: Yours of Feby 7th relative Feldsahan & Chaffee
Can we file claim and have it paid or will it
be necessary to garnishee as we want our money
and have lost patience with them. Thanking you

E J Clough

Ack + Dep by Wm
Claim & Bond
Forms

ANSWERED
H. B. G.

or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors.

For your information we wish to advise that this contract was completed on November 7th, 1925, Middle Unit. The north and south units were completed on November 25th, 1925. The total amount paid the contractors on the Middle Unit was $90,268.87 and on the North and South Units was $27,870.94 making a total of $117,759.81 for the entire contract. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McMurland.

#766-11PE

PQ 114

February 2, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 766 for the construction of the Condon-Thirty Mile Creek Section of the John Day Highway in Gilliam County consisting of 5.55 miles of grading and surfacing and 8.0 miles of resurfacing has been completed by the contractors, Campbell, Barr & Tobin and that final settlement will be made by the State with said contractors for work done under said contract on or after February 12th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors.

For your information we wish to advise that this contract was completed on November 7th, 1925, Middle Unit. The north and south units were completed on November 25th, 1925. The total amount paid the contractors on the Middle Unit was $90,388.87 and on the North and South Units was $27,370.94 making a total of $117,759.81 for the entire contract. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#766- 11-PE
99 114

January 23, 1926.

James Tobin & Son,
Lewiston, Idaho.

Gentlemen:

To further explain our wire to you of this date we are mailing to you herewith status of payments to Campbell, Barr & Tobin by estimate numbers.

With reference to the last line of your wire will say that we will not make any further payments until further advised by all parties concerned.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

## STATUS OF PAYMENTS.

CONTRACT No. 766 - Condon-Thirty Mile Section - Gilliam County.

CAMPBELL, BARR & TOBIN.

Est. #1 - amt. $ 6,380.52 - Mailed out - Aptil 10, 1925.

Est. #2 - amt. $ 7,989.62 - mailed out - April 30, 1925.

Est. #3 - amt. $ 6,412.78 - mailed out - June 5, 1925.

Est. #4 - amt. $ 9,097.64 - mailed out - July 9, 1925.

Est. #5 - amt. $ 7,186.28 - mailed out - August 6, 1925.

Est. #6 - amt. $ 9,021.39 - mailed out - Septembet 3, 1925.

MIDDLE UNIT

Est. #7 - amt. $24,873.79 - mailed out - October 6, 1925.

Est. #8 - amt. $ 9,466.40 - mailed out - November 2, 1925.

Est. #9 - amt. $ 7,191.28 - mailed out - December 3, 1925 - was semi-final.

Est. #10- amt. $ 2,769.17 - is out for sig - is also final.

NORTH AND SOUTH UNITS

Est. #1 - amt. $ 451.85 - mailed out - October 6, 1925.

Est. #2 - amt. $13,762.90 - mailed out - November 2, 1925.

Est. #3 - amt. $11,157.30 - mailed out - December 3, 1925.

Est. #4 - amt. $ 1,998.89 - is out for sig - is final payment.

Form 1217A

| | |
|---|---|
| TELEGRAM | |
| DAY LETTER | |
| NIGHT MESSAGE | |
| NIGHT LETTER | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| NO. | CASH OR CHG |
|---|---|
| CHECK | |
| TIME FILED | |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

JANUARY 25, 1926

MAS. TOBIN AND SON,
LEWISTON, IDAHO.

PAYMENTS CONDON JOB MADE AS FOLLOWS STOP SIX THOUSAND THREE HUNDRED EIGHTY DOLLARS FIFTY TWO CENTS APRIL TENTH COMMA SEVEN THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS SIXTY TWO CENTS APRIL THIRTY COMMA SIX THOUSAND FOUR HUNDRED TWELVE DOLLARS SEVENTY EIGHT CENTS JUNE FIFTH COMMA NINE THOUSAND NINETY SEVEN DOLLARS SIXTY FOUR CENTS JULY NINTH COMMA SEVEN THOUSAND ONE HUNDRED EIGHTY SIX DOLLARS TWENTY EIGHT CENTS AUGUST SIX COMMA NINE THOUSAND TWENTY ONE DOLLARS THIRTY NINE CENTS SEPTEMBER THIRD COMMA TWENTY FOUR THOUSAND EIGHT HUNDRED SEVENTY THREE DOLLARS SEVENTY NINE CENTS OCTOBER SIXTH COMMA NINE THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS FORTY CENTS NOVEMBER SECOND COMMA SEVEN THOUSAND ONE NINETY ONE DOLLARS TWENTY EIGHT CENTS DECEMBER THIRD COMMA FOUR HUNDRED FIFTY ONE DOLLARS EIGHTY FIVE CENTS OCTOBER SIXTH COMMA THIRTEEN THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS NINETY CENTS NOVEMBER SECOND COMMA ELEVEN THOUSAND ONE HUNDRED FIFTY SEVEN DOLLARS THIRTY CENTS DECEMBER THIRD STOP TWO FINAL VOUCHERS NOW OUT FOR YOUR SIGNATURE IN AMOUNTS TWO THOUSAND SEVEN SIXTY NINE DOLLARS SEVENTEEN CENTS AND ONE THOUSAND NINE NINETY EIGHT DOLLARS EIGHTY NINE CENTS

H. B. GLAISYER

Collect

C. W. Wanzer
Division Engineer

By _____
Office Engineer

HBH-vc
encl.

#766

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| TELEGRAM | |
| DAY LETTER | BLUE |
| NIGHT MESSAGE | NITE |
| NIGHT LETTER | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| DAY LETTER | BLUE |
| NIGHT MESSAGE | NITE |
| NIGHT LETTER | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

**Received at 437 State Street, Salem, Oregon.**

73PRM 46 BLUE

LEWISTON IDA 224PM JAN 22 26

H B GLAISYER

CARE STATE HIGHWAY ENGR SALEM ORG

YOUR LETTER JANY NINETEENTH RECEIVED STOP PLEASE WIRE COLLECT STATEMENT SHOWING ALL PAYMENTS MADE BY YOU TO FIRM CAMPBELL BARR AND TOBIN ON CONDON WORK AND MAIL COPY OF TELEGRAM STOP DO NOT HONOR ANY ORDER OR PAY ANY BILLS WITH OUT OUR CONSENT WILL WRITE

JAS TOBIN AND SON

247PM

NOTED JAN 25 '26 CARL F. SMITH AUDITOR

ANSWERED H B.G by dictation 1/25/26

Highway in Gilliam County.

Yours very truly,

C. W. Wanzer
Division Engineer

By H N Hewitt
Office Engineer

HNH-vc
encl.

FORM SA 50017 10M 6-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

99 114

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
January 14, 1926

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

ATTENTION: .....

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention of Mr. S. H. Probert

NOTED
State Highway Engineer

file

Dear Sir:

I am enclosing herewith a copy of a detail report prepared and submitted to this office by Mr. P. P. Whitmore, showing the cause of overruns and underruns on the different items of the final estimate for grading and surfacing the Condon-Thirty Mile Creek section of the John Day Highway in Gilliam County.

Yours very truly,

C. W. Wanzer
Division Engineer

By H. N. Hackett.
Office Engineer

HNH-vc
encl.

JAN 15 1926

C O P Y

Condon, Oregon
Dec. 31, 1925

Mr. C. W. Wanzer
Division Engineer
The Dalles, Oregon

Dear Sir:

I herewith submit a detail report showing the cause for overruns and underruns on the different items of the final estimate for grading and surfacing on the Condon-30 Mile Creek Section of the John Day Highway in Gilliam County.

Yours respectfully,

(Signed) P. P. Whitmore
Resident Engineer

JAN 15 1926

MIDDLE UNIT

Item No. 1 Clearing and Grubbing. Same as original estimate.

Item No. 2 Common Excavation.

JAN 15 1923

| | | |
|---|---|---|
| The original estimate was | 37,000.00 | Cubic Yards |
| The final estimate was | 45,054.30 | " " |
| Overrun | 8,056.30 | " " |

| | | | |
|---|---|---|---|
| Extension of grading south of Thirty Mile Creek, increase | 1746.0 | Cubic | Yards |
| Channel change of creek opposite Station 554+00 to 556+00 | 243.5 | " | " |
| Change of location, Sta 535+00 to Sta. 548+00, increase | 2000.0 | " | " |
| Channel change at Sta. 572+65, for 36" pipe " | 180.9 | " | " |
| County road approach at Sta. 561+00 " | 26.7 | " | " |
| Channel change, Sta. 528+70 to Sta. 530+50 " | 330.1 | " | " |
| Channel change, Sta. 438+50 to Sta 439+50 " | 68.4 | " | " |
| Covering rock subgrade with earth to serve as filler and also to facilitate traffic while under construction: | | | |
| Sta. 364+00 to Sta. 381+00 | 743.2 | " | " |
| Sta. 387+00 to Sta. 393+00 | 356+3 | " | " |
| Sta. 623+00 to Sta. 638+00 | 300.0 | " | " |
| Sta. 645+00 to Sta. 655+00 | 200.0 | " | " |
| Total | 6195.1 | " | " |

This accounts for all but 1850 Cubic Yards Common Excavation, which increases occurred along the six miles of work, widening curves, sloping banks, etc.

Item No. 3 Solid Rock Excavation.

| | | |
|---|---|---|
| The original estimate was | 24,000.0 | Cubic Yards |
| The final estimate was | 29,283.1 | " " |
| Overrun | 5,283.1 | " " |

| | | | |
|---|---|---|---|
| Extension of grading south of Thirty Mile Creek, increase | 441.0 | Cubic | Yards |
| Change of location, Sta. 412+00 to Sta. 425+00 " | 1040.0 | " | " |
| Channel change, Sta. 634+85 to Sta. 636+35 " | 392.3 | " | " |
| County road approach, Sta. 551+00 " | 26.7 | " | " |
| Increase of classification of solid rock in ditch exc. | 500.0 | " | " |
| Change of location Sta. 368+50 to Sta. 379+00 | 600.0 | " | " |
| Total | 3000.0 | " | " |

This accounts for all but 2283.1 Cubic Yards which overrun occurred thruout the six miles of work

Item No. 4 Overhaul.

| | | |
|---|---|---|
| Original estimate | 34,000 | Station Yards |
| Final " | 43,290 | " " |
| Overrun | 9,290 | " " |

Extension of grading south of Thirty Mile Creek, 2480 Station Yards.

The common and solid rock excavation having increased as shown, the overhaul increased proportionally.

Item No. 5 Rip Rap.

| | | | |
|---|---|---|---|
| Original estimate | 140.0 | Cubic | Yards |
| Final " | 270.4 | " | " |
| Overrun | 130.4 | " | " |

Change of location, Sta. 535+00 to Sta 548+00 increase 100.0 Cubic Yards
Rip Rap on ends of wings of bridges at Condon Canyon and Thirty Mile Creek, increase 28.0 " "

Item No. 6 Rubble Masonry.

| | | | |
|---|---|---|---|
| Original estimate | 100.0 | Cubic | Yards |
| Final " | 35.81 | " | " |
| Underrun | 64.19 | " | " |

Headwalls were built on the upper end of the culverts only, as the lower end extended thru the side of embankment.

Item No. 7 Concrete, Class "C", about the same as original estimate.

Item No. 8 18" Concrete Pipe, " " " " " "

Item No. 9 24" " " " " " " "

Item No 10 36" " " " " " " "

Item No 11 48" " " Same as original estimate

Item No 12 Broken Stone, Base Course, about same as original estimate.

Item No 13 " " Top " " " " " "

Item No 14 " " Maintenance " " " " "

Item No 15 Filler Material " " " " "

Item No 16 Filler Haul

| | | |
|---|---|---|
| Original Estimate | None | |
| Final " | 5826 | Yard Miles |
| Overrun | 5826 | Yard Miles |

Items of cost not included in original estimate:

| | |
|---|---|
| Sprinkling | $1275.00 |
| 4 Iron grates for catch basins | $100.00 |
| Acquiring Filler Pits | 83.20 |
| Stock Pass | 413.48 |

Resurfacing South Unit, Condon-Thirty Mile Section

Item No. 1 Resurfacing Material.

| | | | |
|---|---|---|---|
| Original Estimate | 2000.0 | Cubic | Yards |
| By Extra Work Order | 2500.0 | " | " |
| Total | 4500.0 | " | " |
| Final Estimate | 4664.0 | " | " |
| Overrun | 164.0 | " | " |

Roadbed washed out near south end of project, and new grade was built, requiring extra surfacing.

Item No. 2 Filler

| | | | |
|---|---|---|---|
| Original estimate | None | | |
| By Extra Work Order | 700.0 | Cubic | Yards |
| Final Estimate | 1528.0 | " | " |
| Overrun | 828.0 | " | " |

It was found necessary to use filler on subgrade before it was resurfaced.

Item No. 3 Filler Haul.

| | | | |
|---|---|---|---|
| Original estimate | None | | |
| By extra work order | 2300.0 | Yard | Miles |
| Final Estimate | 4124.0 | " | " |
| Overrun | 1824.0 | " | " |

Quantity of filler used increased for reasons above stated, therefore the yard miles of haul was increased

Item No. 4 Maintenance Material.

| | | | |
|---|---|---|---|
| Original Estimate | 300.0 | Cubic | Yards |
| By Extra Work Order | 300.0 | " | " |
| Total | 600.0 | " | " |
| Final Estimate | 668.1 | " | " |
| Overrun | 68.1 | " | " |

Increased it to provide approximately 150 Cubic Yards per mile for four and one half miles

NORTH UNIT

## Resurfacing North Unit, Condon-Thirty Mile Creek Section

Item No. 1 Resurfacing Material

| | | |
|---|---|---|
| Original Estimate | 4500.0 | Cubic Yards |
| Final " | 4868.0 | " " |
| Overrun | 368.0 | " " |

The length of the proposed resurfacing was estimated at six miles, and quantity of 750 Cubic Yards per mile. The actual length of road resurfaced was 6.55 miles at 750 Cubic Yards per mile

Item No. 2 Maintenance Material.

| | | |
|---|---|---|
| Original Estimate | 900.0 | Cubic Yards |
| Final Estimate | 975.0 | " " |
| Overrun | 75.0 | " " |

To provide for extra one half mile resurfaced.

Item No. 3 Filler

| | |
|---|---|
| Original Estimate | None |
| Final Estimate | 2924.0 Cubic Yards |

Filler was put on subgrade after scarifying and blading, and also in resurfacing material.

Item No. 4 Filler Haul.

| | |
|---|---|
| Original Estimate | None |
| Final Estimate | 172 Yard Miles |

Filler was hauled on the south half mile, because it was not available at road side as on the six miles of north end. Other items of cost not originally estimated were Sprinkling $785.00 and acquiring filler pits, $25.00

PR #114

OREGON STATE HIGHWAY COMMISSION

January 12, 1926.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

It is noted that there has been a very material over-run in the cost of the work performed under the Campbell, Barr and Tobin contract for the grading and surfacing of the Gordon-Thirtymile Creek Section.

In order that our records may be complete, we should have in our files a letter setting out in detail the conditions which have resulted in this over-run. Please therefore let us have a report on this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

FORM 54 37548 10M 8-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #114

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
December 17 1925

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

Referring to yours of the 8th in regard to a claim of the City of Condon for $192.20 in connection with the improvement of the Condon-Thirty Mile Section.

When this project was put on we made the bluff that we were going to stop the improvement at the south City limits, unless the City or County would co-operate in the expense of the 2000 feet within the City limits. Our location survey included this 2000 feet and the preliminary estimate of the cost of the same was approximately $4000.00 and we were finally successful in getting the City to co-operate to the extent of $2000.00 or approximately 50%

In this estimate 4 catch basins and pipe were called for and installed under the contract at a cost of (as per final estimate just sent in) $783.50, but after all concrete catch basins and pipe work had been completed by the contractor and the crew disbanded it developed that another catch basin and pipe to connect with the sewer was necessary, due to a new building that was being erected at a street intersection, where originally it was proposed to carry the water past the intersection by a ditch.

The City officials were told as they had the men and equipment to put it in and they would be allowed the cost. Mr. Whitmore, our Resident Engineer, checked up upon the same and the cost is less than if done under the contract price and even with allowing this claim for catch basin and pipe (not a storm sewer as designated in their claim) of $106.10, we are still ahead of the game on a 50-50 basis with the City on their contribution of $2000.00. I consider it a proper charge and recommend it be allowed.

The charge of $86.10 for 70 tanks of water is OK and should be charged against the whole job, being water used in the construction of the macadam covering the whole job, or 14 miles.

I expected to OK their bills for the above, but did not wish to pay them anything until they came thru with their $2000.00 and rather expected a little trouble in getting it. However I think we are in luck that it has been settled even in this manner, though bills and work order would have been preferable.

Yours very truly,

C. W. Wanzer
Division Engineer

P.S. Statement of City of Condon returned herewith as requested.

CWW-vc

December 8, 1925.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

In connection with the improvement of the Condon-Thirty-mile Creek Section, the City of Condon was to contribute the sum of $2,000.

The city has remitted to us the sum of $1,807.80, stating that this amount is arrived at by deducting from the $2,000 the amount of $192.20 to cover claims against the state for the furnishing of water and for the installation of a storm sewer. A copy of this claim is enclosed herewith, and we would be pleased to have you check same and advise us as to whether or not you consider it a proper charge. In a way, it does not appear that we should be obliged to install a storm sewer for the city.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encl.

...Mayor
...O. CLARKE
L. E. FRY
R. W. HANNEMAN
A. B ROBERTSON
HERBERT BROWN
C. W. HARRIS
Councilmen

PURCHASING AGENT
L. E. Fry

# CITY OF CONDON

OFFICE OF
JOHN STEWART
RECORDER

CONDON, OREGON

COMMITTEES FOR 1933

WAYS AND MEANS
Robertson, Clarke, Brown
STREETS
Fry, Harris, Clarke
LIGHTING
Brown, Hanneman, Fry
TRAFFIC
Clarke, Harris, Hanneman
WATER
Hanneman, Robertson, Harris
POLICE
Harris, Brown, Fry
SANITATION
Hanneman, Brown, Clarke
JUDICIARY, ELECTIONS, FINANCE
Robertson, Fry, Brown
LICENSE
Harris, Robertson, Clarke
SPECIAL WATER
Gaunt, Fry, Clarke

December 4, 1925.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

Acknowledging receipt of your letter of November 18th last we enclose herewith Condon City Warrant for $1807.80 which is in settlement of the construction of that part of the John Day Highway which is within the City of Condon.

We enclose a statement of labor and supplies furnished and have deducted the total amount from the $2000.00, the original amount of the bill and trust you will find this correct and in order.

Very truly yours,

John Stewart

Recorder.

#76 - 11 PE 7914

Condon, Oregon
November, 29, 1925

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Please consider our application for extension of time on John Day Highway No. 766 Gilliam Co, Oregon.

This road was unable to be completed at an earlier date because of the amountof work for one shovel. The shovel did not finish until about October 15th. This delayed the surfaceing. The yardage was also larger than estimated and the south unit was extended 2½ miles. We have also surfaced 2½ miles of market road and furnished about 2000 yards to Condon. This extra work has been done since completion of the Highway but it was necessary to hold the road onaccount of maintaining it.

For these reasons we trust that you will see fit to extend our contract until December 1. All of the work has been completed since Nov. 25.

Yours truly,
Campbell, Barr & Tobin
By H L Barr

This is a copy of the application we sent the Bonding Co. for their approval. I am sure it will reach you in a few days

Original copy of above is filed in contract - J. McF.

FORM 8A 57248 10M 8-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

09-114

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
November 9, 1925

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

REFERRED TO
S.H.P.
By State Highway Engineer

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to the Condon-Thirty Mile section of the John Day Highway now under contract.

You will recall that we made a line change, which eliminated the reconstruction of two bridges. The Gilliam County Court, backed up by the Chamber of Commerce of Condon, agreed to furnish free to the State the new right of way necessary which they have done by condemnation and purchase. Upon the Shaffer property or right of way so acquired, a stock pass was allowed and which the County Court wished me to stand for and this I refussed to do, telling them that stock passes were a right of way consideration.

They (The Gilliam County Court) then agreed to do this and wished us to construct the stock pass and charge them for it, but knowing what trouble we have had to collect from them on other stock passes in the past, I told them to build it themselves and pay for it direct as any other right of way consideration, which they finally agreed to do, viz, build themselves the standard timber stock pass similar to the ones built north of Condon, under our supervision and inspection at an estimated cost of $600.00.

Then it developed that the pass was to be built in a natural water course and would and could be used for drainage and Mr. Paxton of the Bridge Department took the matter up with me to construct it with rubble masonry abutments, which would be permanent and not have to be replaced in a few years, to which I agreed and got the County to build it, Mr. Whitmore checking all items and bills, labor, etc. and told the County Court we would stand the cost over and above the $600.00, the estimated cost of the wooden structure which they were to pay for.

So the deal was closed upon that basis and we owe the County $413.48 which represents the difference between the timber structure and the rubble masonry or permanent structure. By this arrangement we have had no trouble to collect the $600.00 or the County's share.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW-vc

NOV 10 1925

State ment of Expenditures Paid by Gilliam County, on the Shaffer Stock Pass, located on the John Day Highway, at Station 535 Plus 50 of the Condon-Thirtymile Section.

| | | | | |
|---|---|---|---|---|
| **John Tobin, excavation at Sta 535 Plus 50.** | | | | |
| Common excavation | 290 Cubic Yds. @ | $.45 | $130.50 | |
| Back fill | 38 " " @ | .45 | 17.10 | |
| Sub total | | | | $147.60 |
| **Parisi & White Contract, at Sta. 535 Plus 50.** | | | | |
| Rubble Masonry | 72.66 Cu. Yds. @ | $8.00 | $581.28 | |
| Sub total | | | | 581.28 |
| **Parman & Harris, Material, for Stock Pass ar Sta. 535 Plus 50.** | | | | |
| **Lumber.** | | | | |
| 55 pcs. 2x6-22 Com. | 1430 BF @ | $35.00 | $50.05 | |
| 2 " 6x6-22 " | Ro.132 | | | |
| 2 " 6x8-10 " | " 80 | | | |
| 1 " 6x8-16 " | " 64 | | | |
| 2 " 2x14-10 " | " 47 | 323 BF. @ $38.00 | $12.27 | |
| 1 pcs. 6x8-16 S4S | 64 | | | |
| 4 " 3x8-10 " | 80 | | | |
| 2 " 3x8-16 " | 64 | | | |
| 4 " 12x12-12 " | 576 | | | |
| 7 " 4x13-10 " | 280 | 1080 BF @ | $42.00 | $45.70 $48.02 |
| 2 pcs. 3x8-20 S4S | 80 | | | |
| 1 " 6x8-16 " | 64 | | | |
| 1 " 6x8-10 " | 40 | 182 Bf. @ | $42.00 | $ 8.28 8.28 |
| Asphaltum, 224 llbs | | | | 9.22 9.22 |
| Carbolineum, 25 Gals. | @ $1.75 | | | 43.75 43.75 |
| **Bolts Washers and nails.** | | | | |
| 48 ½x5½ Car bolts | | | 2.40 | |
| 96 ½" Mal Washers | | | 1.70 | |
| 4 ½x13½ Car Bolts | | | 1.20 | |
| 6 ½x18 " " | | | 2.10 | |
| 2 ½x13 " " | | | .60 | |
| 30 3/8x9 " | | | 1.65 | |
| 16 3/8x15 " | | | 1.32 | |
| 12 ½" Washers | | | .11 | |
| 56 3/8" Washers | | | .15 | |
| 30 11b. 20 Com. spikes | | | 2.10 | |
| 1 keg 30 Com spikes | | | 6.50 | 19.83 $19.83 |
| A.S.Hollen & Sons, Supplies, for fence. | | | | |
| **Bolts, washers & Paint.** | | | | |
| 18 3/8x10 bolts and washers | | | 1.10 | |
| 11 bolts and washers | | | .50 | |
| 10 llbs white lead | | | 1.75 | |
| 1 gal Lin. oil | | | 1.50 | |
| 17 llbs white lead | | | 2.95 | |
| 1 gal lin. oil | | | 1.50 | 9.30 9.30 |
| Roy Holmes, 8½ days labor at $7.20 per day | | | 61.20 | 61.20 |
| Smith Chappel, 5days labor at $5.00 per day | | | 25.00 | 25.00 |
| Total Cost of Stock Pass | | | | $1013.48 |
| Amount assumed by County | | | | 600.00 |
| Amount Due County | | | | $413.48 |

11/17/25.

Original Report

Entered

C.K. Oct 27, 1925

P.P. Whitmore

APPROVED

County Clerk of Gilliam County,

Ruchester Brown

| | | | | | | |
|---|---|---|---|---|---|---|
| Common excavation | 290 | Cubic Yds. | @ | $.45 | $130.50 | |
| Back fill | 38 | " | " | .45 | 17.10 | |
| | | Sub total | | | | $147.60 |

Parisi & White Contract, at Sta. 535 Plus 50.

| | | | | | | |
|---|---|---|---|---|---|---|
| Rubble Masonry | 72.66 | Cu. Yds. | @ | $8.00 | $581.28 | |
| | | Sub total | | | | 581.28 |

Parman & Harris, Material, for Stock Pass ar Sta. 535 Plus 50.

Lumber.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 68 | pcs. | 2x6-22 | Com. | 1430 | BF | @ $35.00 | $50.05 |
| 2 | " | 6x6-22 | " | Re.132 | | | |
| 2 | " | 6x8-10 | " | " 80 | | | |
| 1 | " | 6x8-16 | " | " 64 | | | |
| 2 | " | 2x14-10 | " | " 47 | 323 | BF. @ $38.00 | $12.27 |
| 1 | pcs. | 6x8-16 | S4S | 64 | | | |
| 4 | " | 3x8-10 | " | 80 | | | |
| 2 | " | 3x8-16 | " | 64 | | | |
| 4 | " | 12x12-12 | " | 576 | | | |
| 7 | " | 4x13-10 | " | 280 | 1080 | BF @ $42.00 | $45.70 $58.02 |
| 2 | pcs. | 3x8-20 | S4S | 80 | | | |
| 1 | " | 6x8-16 | " | 64 | | | |
| 1 | " | 6x8-10 | " | 40 | 182 | Bf. @ $42.00 | $ 8.28 8.28 |
| Asphaltum, 224 11bs | | | | | | | 9.22 9.22 |
| Carbolineum, 25 Gals. | | | | | @ $1.75 | | 43.75 43.75 |

Bolts Washers and nails.

| | | | |
|---|---|---|---|
| 48 | ⅝x5½ Car bolts | 2.40 | |
| 96 | ½" Mal Washers | 1.70 | |
| 4 | ⅝x13½ Car Bolts | 1.20 | |
| 6 | ⅝x18 " " | 2.10 | |
| 2 | ⅝x13 " " | .60 | |
| 30 | 3/8x9 " | 1.65 | |
| 16 | 3/8x15 " | 1.32 | |
| 12 | ½" Washers | .11 | |
| 56 | 3/8" Washers | .15 | |
| 30 | 11b. 20 Com. spikes | 2.10 | |
| 1 keg | 30 Com spikes | 6.50 | 19.83 $19.83 |

Extra
original Agreement
Supplemental Agreement
11/17/25.

A.S.Hollen & Sons, Supplies, for fence.

Bolts, washers & Paint.

| | | | |
|---|---|---|---|
| 18 | 3/8x10 bolts and washers | 1.10 | |
| 11 | bolts and washers | .50 | |
| 10 | 11bs white lead | 1.75 | |
| 1 | gal Lin. oil | 1.50 | |
| 17 | 11bs white lead | 2.95 | |
| 1 | gal lin. oil | 1.50 | 9.30 9.30 |

| | | |
|---|---|---|
| Roy Holmes, 8½ days labor at $7.20 per day | 61.20 | 61.20 |
| Smith Chappel, 5days labor at $5.00 per day | 25.00 | 25.00 |
| Total Cost of Stock Pass | | $1013.48 |
| Amount assumed by County | | 600.00 |
| Amount Due County | | $413.48 |

C.K. Oct 27, 1925
P.P. Whitmore

County Clerk of Gilliam County.
Ruthelton Brown

APPROVED
NOV 4 1925
C. W. Wan
DIVISION ENGINEER

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

November 10, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of October 26, and recent 'phone conversation between Mr. Probert and Mr. Davis, relative to vouchers Nos. 1 and 2, submitted on the Condon-Thirty Mile Section, Federal Aid Project No. 114:

The pro rata was reduced from 61% to 60% by our Washington office, due to the fact that the contract was awarded for cement concrete pipe whereas the low alternate bid by the same contractor was on the basis of corrugated metal pipe. Federal participation was, therefore, based on the low bid for corrugated metal pipe.

As the original method of awarding to higher types at an increase in cost has been allowed on a few projects in this State, the matter is again being taken up.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. M. Davis
Acting.

October 26, 1928 FH 114

Bureau of Public Roads
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of payments covering vouchers Nos. 1 and 2 submitted on the Condon-Thirtymile Creek Section, Oregon Federal Aid Project No. 114.

Voucher No. 1 was submitted for the amount of $25,932.80; payment has been received in the amount of $25,540.46.

Voucher No. 2 was submitted for $25,872.96; payment has been received in the amount of $25,153.72.

Will you please advise us regarding the conditions that necessitated these reductions in the amounts paid.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Reference # 5 not claimed by B P R and allowed by Highway Com.
Credit entry on Journal Vol 270

Entry made on 12/7/28
Auditor authority X
Ref. KL
Rich

Form No. 31—22292—6M—9-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED R.A.K.

Date Sept 26, 1925

Job Name Grading & Surfacing Condon 30 Mile Creek

Week from Sept 17 to Sept 26

Mail Address Condon Oregon

Highway John Day

Telegraph or Telephone Address Condon

County Gilliam Job Prefix HPE-

Express and Freight Address

**General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:**

Grading during past 2 weeks limited from Sta. 626 to 645

Grading finished & cleaned ditches from 645 to 30 Mile Creek at Sta to 364

| | | |
|---|---|---|
| Base course of rock laid | Sta 364 to 636 | 5440 Cu Yds |
| Top " " " " | Sta 364 to 590 | 4520 |
| Maintenance Material for this section | | 900 " " |
| | | 10860 " " |

Estimated quantity for this section 13,700 C.Y.

NOTED W. A.N.Z.

(See back of this sheet for instructions and detailed information.)

Signed P P Whitmore

Title Resident Engineer

#776 — 11P0 1 09 24

## GRADING CONSTRUCTION

Total miles of grading on project 6.0

Miles completed 5.3

Miles completed except finishing

Miles covered by contractor's forces 6.0

Miles cross-sectioned 6.0

Miles cross-sections completed and checked 5.3

Miles to be remeasured 0.7

Number men in Engineering Party 1 Res Engr

Contractor's average force for week 25 men,

10 teams, 1 steam shovels

Grading work will be completed about Oct 15th 25

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project 6.0

Miles completed 4.

Miles partially done 1.

Average daily yardage placed this week Working on other job 11DI

Average daily yardage necessary to complete on time

Contractor's average force for week 20 men,

4 teams, 7 trucks

Percentage of total required yardage now in place 80

Surfacing will be completed about Oct 15

Number men in Engineering Party 3 Res Engr Chainmen

## SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 11PE Percentage 50

Other jobs 11DI Percentage 50

Other jobs Percentage

Other jobs Percentage

#776— 11P&C-1 copy

COPY

September 12, 1925.

Fidelity & Deposit Co. of Maryland,
Clarence D. Porter, Manager,
Casco Bldg.,
Portland, Oregon.

Gentlemen:-

In reply to yours of September 8th concerning our contract 4776 for Feldenheim & Chaffee, the next estimate will probably be ready for payment in about a month and will be the final.

We are inclosing a copy of the bill of the Lamb-Schrader Company as submitted to us, so that you may see just what it is for.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Bridge Engineer.

MR:MP
Incl.

COPY

Tillamook, Oregon, August 25/25

Feldschau & Chaffee (acct. Bridges John Day Highwy)

Condon, Oregon.

In account with

LAMB-SCHRADER CO.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Mar. | 13 | To | 175 Bbls. cement, car MC88856 | at | $3.89 | 680.75 | |
| Apr. | 3 | " | 39650# reinforcing steel | at | 3.95 | 1,566.18 | |
| | | " | 350 sq. ft. 1.35-10 mesh | | | 4.04 | |
| | 27 | " | 582# sq. bars ¾" | at | 3.75 | 21.83 | |
| | | " | 90# " " ½" | at | 3.95 | 3.56 | |
| | | " | Cartage | | | 1.00 | |
| May | 11 | " | 175 Bbls. Port. Cement | at | 3.89 | 680.75 | |
| June | 8 | " | 175 " " " | at | 3.89 | 680.75 | |
| | 9 | " | 282# 5/8 Rd. Rib Bars | at | 3.85 | 10.86 | |
| | | " | Bending $2.12 Cartage.50 | | | 2.62 | |
| | | " | 1160# reinforcing iron | at | 3.95 | 45.82 | |
| | 17 | " | 2164# 1¼" sq. Rib. Bars | at | 3.75 | 81.15 | |
| | | " | Cartage | | | 1.75 | |
| Aug. | 10 | " | 138 Bbls. Port. Cement | at | 3.89 | 536.82 | |
| | 19 | " | 63 Bbls. " " F.O.B. PORT. | | 3.10 | 195.30 | $4,513.18 |
| Apr. | 6 | By | freight MC88856 | | | 212.80 | |
| | | " | " on reinforcing steel In.Apr 3 | | | 198.20 | |
| May | 2 | " | Cash | | | 500.00 | |
| | 25 | " | Freight UP72916 | | | 212.80 | |
| June | 16 | " | " UP52406 | | | 212.80 | 1,336.60 |
| | | | | | | | $3,176.58 |

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

July 17, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #114, Condon-Thirty Mile section of the John Day Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

[signature]

cc

Form P. R. 2

State Oregon

Project No. 114

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of May, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 10th day of October, 1924, a project statement, which was approved by the Secretary on the 29th day of October, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 10th day of January, 1925, and approved by the Secretary on the 29th day of June, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty-one thousand, seventy and 22/100

dollars ($61,070.22) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Government. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State **from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920** (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between **Thirty Mile Creek, 6 miles south of Condon, and the end of the city pavement near the south city limits of Condon,**

.....terminal points, a distance of **6.915** miles, known locally as **the Condon-Thirty Mile Section of the John Day Highway between Arlington and a point on the Federal Aid Highway near Dayville, Gilliam County.**

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Government. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers,

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between Thirty Mile Creek, 6 miles south of Condon, and the end of the city pavement near the south city limits of Condon, terminal points, a distance of 6.915 miles, known locally as the Condon-Thirty Mile Section of the John Day Highway between Arlington and a point on the Federal Aid Highway near Dayville, Gillian County.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) By the State from sale of bonds authorized by Legislature under Chapter 176, Laws of 1917, and Chapter 31, Laws of 1980 (Include amount, date, and citation of act of legislature by which authorized.)

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of sixty-one thousand, seventy and 22/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 61.13673

per cent of one hundred thousand, one hundred fifteen and 12/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

Department in the manner herein set forth, to wit: ..... (Include reference to statute authorizing

..... Department.)

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 16,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, (Include reference to statute authorizing

Chapter 237, Laws of 1917.

funds and probable amount annually available.)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

hereby designated by the Highway Department for ..... (Depository or depositories.)

.....

.....

terms hereof, to .....

STRICKEN

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ....., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

.....

*(*b*) By the ....., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 29th day of June, 1925

STRICKEN

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

R. A. Kreutzer
ACTING Secretary of Agriculture.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between Thirty Mile Creek, 6 miles south of Condon, and the end of the city pavement near the south city limits of Condon,

locally known as the Condon-Thirty Mile Section of the John Day Highway between Arlington and a point on the Federal Aid Highway near Dayville, Gilliam County, and designated in the records of this Department as Project No. 114, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 100,115.12 as the total estimated cost of said project, and the sum of $ 61,070.22 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done at the city of Washington, this 29th day of June one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Klumlaf
ACTING *Secretary of Agriculture.*

Art'

GOVERNMENT PRINTING OFFICE 8—4979

July 9, 1925. FR 126

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

In accordance with your request of the 7th inst.,

we are sending you, herewith, four additional copies of typical surfacing section for the Canton-Thirtymile Creek Section, Oregon Project No. 126.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

H. H. Trubert
Office Engineer

Dict by J. W. DeGouse/AP

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

July 7, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the special specifications for Oregon Federal aid project #114, Condon-Thirty Mile Creek, and particularly to that section covering the surfacing of the middle section in which the Engineer is given authority to reduce or increase the number of courses and otherwise make important modifications in the typical section.

While it is perhaps necessary that the specifications be worded so that the State may meet the varying subgrade conditions and have freedom in dealing with the contractor, it is felt that as worded the specifications give this Bureau no authority over radical changes which might be made. Variations could be circumscribed by a description of controlling conditions, or possibly by alternate typical sections shown with a statement of the stations of their probable use.

The Bureau is not inclined to approve a specification which allows variations in the thickness of the surface course, and the paragraph mentioned should be omitted.

Reference is also made to the typical section. The rules governing the submission of plans require that the typical section be shown on the second sheet of the plans, and it is noted that Oregon is submitting them attached to the specifications. It will therefore be necessary to furnish additional copies of the typical section sheets to be attached to copies of the plans. Please forward four copies of typical section sheets for this project.

ans 7/11

It is also noted that in showing the thickness of surfacing on the typical section, no notation is made that it is loose measurement, and, inasmuch as that general practice throughout the country is to use the thickness shown as "compacted measurement", it is requested that the necessary wording be added to the typical section sheet showing it to be loose measurement.

There is enclosed herewith a copy of the approved agreement estimate.

Yours very truly,

[illegible]
District Engineer.

e:o

CG-114

NOTED

The Dalles, Oregon
May 4, 1925

Campbell, Barr & Tobin
Colfax, Washington

Gentlemen:

We are in receipt of a letter signed by James Tobin & Son, by James Tobin, presumably being the Tobin that is a member of the firm of Campbell, Barr & Tobin, relatively to the progress being made by you on the Condon-Thirty Mile section of the John Day Highway.

I have also received a report from our resident engineer as to the progress you have made toward the completion of your contract and the contractor's plan of work.

I realize that you have made very good progress with the force that you have employed and there has been no lost time in that respect. Your steam shovel has worked to an advantage, but from the information I have, your equipment and labor and drill has proved inadequate for systematical progress. It is very essential that this grading contract be carried to an early completion in order that the surfacing operations may be completed on time, and time was made an essential provision in the contract.

It is recommended that you procure another air compressor and more labor and tools provided so that your steam shovel outfit can be reorganized so as to work a double shift of all daylight hours. Also it would be advisable to put another force on up the road on the new located line where team work and station work is possible and they could work from a new quarry camp.

I understand that your Mr. Tobin had objected to doing this as it would require another camp setup, however, as you are now setting up a camp for your crusher plant and as I understand you, yourselves, have plenty of stock on hand, this objection of Mr. Tobin is eliminated. Therefore, in view of the above, you are requested to put on a double shift and furnish the necessary men and equipment to facilitate this work.

Yours very truly,

C. W. Wanser
Division Engineer

CWW-vs

cc C. B & T, Condon
R. A. Klein
P. F. Whitmore

09.114

London, Oregon
April 23, 1925

State Highway Engineer,
Salem,
Oregon

Dear Sir:

I am handing you claim for work performed on my contract. Would it be possible for you to expedite payment of these amounts. My last payment which was due March 15 was not received until April 14, and being that it was absolutely necessary for me to pay my accounts, these delays caused me embarrassment and also necessitated my paying interest on the amounts.

You no doubt will appreciate my position and I trust you will find it possible to forward me draft in payment of my claim promptly.

Yours very truly,
Jas Tobin

March 16, 1925.

James Tobin & Son,
Condon, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 15th inst. in reply to ours of the 15th inst concerning your rejection of the Oregon compensation act in connection with the construction of the Condon-Thirtymile Creek Section.

We note that you have a receipt for your remittance to the Industrial Accident Commission covering your acceptance up to July 1st when your rejection of this law will go into effect. Inquiry has been made of the office of the Industrial Accident Commission and your statement has been confirmed. They also advise us that as it is one of our requirements that this law be accepted by contractors on highway work, it is now in order for you to write them requesting the withdrawal of your rejection.

Will you kindly take care of this matter promptly, sending a carbon copy of your letter to the Industrial Accident Commission to this office for our records and files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. E. Glaisyer,
Chief Clerk.

MEG:LH

cc. Campbell, Barr & Tobin, Colfax, Washington.
cc. C. M. Wenner, Division Engineer, The Dalles, Oregon.

Wm. Quinn 3 Ind. Acc. Com. Phoned 3/19 that acceptance had been filed.

Condon, Oregon
March, 15, 1925

Oregon State Highway Com.
Salem, Oregon.

Dear Sirs:

We did not know at the time we sent in our application to the Corporation Bureau that this work came under that contract, but we have sent in our payment for stationary and have a receipt for same, and have complied with the law as far as we know.

Yours truly
Jas. Tobin & Son

H. B. G.

PR 114

March 4, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimates as basis for project agreement on the Condon-Thirtymile Creek Section, Oregon Project No.114. This estimate includes the contract prices on the bridges recently awarded.

In taking bids for the bridges the item of "Removal of Old Bridges and Maintenance of Traffic" was called for under a lump sum bid on the four structures. In making segregation of the cost between bridges of over 20-span and the culverts, we have used a proportion based on the estimated amounts in the estimate sent you with the bridge plans. We trust that this will be found satisfactory.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSousa:L
Enc.

cc

FORM S 38801 SM-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM March 15, 1925.

Campbell, Barr & Tobin,
Colfax, Washington.

Gentlemen:

It has been called to our attention that a portion of the work which was recently awarded to you by the State Highway Commission for the construction of the Condon-Thirtymile Creek Section of the John Day Highway, has been turned over to James Tobin & Son, consisting of John and James Tobin and that Tobin & Son have filed their rejection of the workmen's compensation act.

In our letter of January 20th we called your attention to the fact that we would expect you to accept the terms of the workmen's compensation act as set forth in the second clause on page 7 of the specifications and contract agreement. Will you, therefore, kindly take the matter up with Tobin & Son and advise them that we shall insist on their complying with the terms of this clause?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By H. B. Glaisyer

H. B. Glaisyer,
Chief Clerk.

HBG:LM

cc. James Tobin & Son, Condon, Oregon.

PR 114

March 4, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimates as basis for project agreement on the Condon-Thirtymile Creek Section, Oregon Project No.114. This estimate includes the contract prices on the bridges recently awarded.

In taking bids for the bridges the item of "Removal of Old Bridges and Maintenance of Traffic" was called for under a lump sum bid on the four structures. In making segregation of the cost between bridges of over 20-span and the culverts, we have used a proportion based on the estimated amounts in the estimate sent you with the bridge plans. We trust that this will be found satisfactory.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSousa:L
Enc.

cc

Oregon State Highway Department — Project No. 114

Condon-Thirtymile Creek Section of the John Day Highway in Gilliam County.
(Estimate as basis for project agreement.
Based on contract prices)

Salem, Oregon, March 4, 1925.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 100.00 |
| 37,000 | Cu.yds. | Common Excavation | .45 | 16,650.00 |
| 24,000 | Cu.yds. | Solid Rock Excavation | 1.10 | 26,400.00 |
| 86,000 | Stn.yd. | Overhaul | .05 | 1,700.00 |
| 1,250 | Lin.Ft. | 18" Concrete Pipe | 2.70 | 2,375.00 |
| 170 | Lin.Ft. | 24" Concrete Pipe | 4.00 | 680.00 |
| 70 | Lin.Ft. | 36" Concrete Pipe | 7.00 | 490.00 |
| 32 | Lin.Ft. | 48" Concrete Pipe | 10.00 | 320.00 |
| 100 | Cu.yds. | Rubble Masonry | 12.00 | 1,200.00 |
| 4 | Cu.yds. | Class "C" Concrete | 40.00 | 160.00 |
| 140 | Cu.yds. | Rip Rap | 3.00 | 420.00 |
| 4,400 | Cu.yds. | Base Course Surfacing | 3.00 | 13,200.00 |
| 6,400 | Cu.yds. | Top Course Surfacing | 1.00 | 13,200.00 |
| 2,000 | Cu.yds. | Filler | .25 | 500.00 |

Bridges Sts. 164 and 287

| | | | | |
|---|---|---|---|---|
| 320 | Cu.yds. | Excavation | 3.25 | $1,040.00 |
| 35 | Cu.yds. | Excavation | 5.00 | 175.00 |
| 265 | Cu.yds. | Class "A" Concrete | 20.00 | 5,300.00 |
| 50 | Cu.yds. | Class "B" Concrete | 23.00 | 1,150.00 |
| 29,000 | Lbs. | Metal Reinforcement | .055 | 1,595.00 |
| 170 | Lin.Ft. | Concrete Handrail | 5.50 | 935.00 |
| All Required | | Removal old bridges and Maintenance of Traffic | | 225.00 |

Culverts Sts. 475 and 485

| | | | | |
|---|---|---|---|---|
| 155 | Cu.yds. | Excavation | 3.25 | 503.75 |
| 15 | Cu.yds. | Excavation below plans | 5.00 | 75.00 |
| 85 | Cu.yds. | Class "A" Concrete | 20.00 | 1,700.00 |
| 8,200 | Lbs. | Metal Reinforcement | .055 | 451.00 |
| All Required | | Removal old bridges and maintenance of traffic | | 185.00 |
| | | | | $1,013.75 |
| | | | 10% Engr. & Cont. | 9,101.37 |
| | | | | 100,115.12 |

Length of project 8.616 Miles
Cost per mile $16,985.63

| | |
|---|---|
| State Funds Available | $ 39,044.90 |
| Federal Aid Requested | 61,070.22 (61%) |
| | $ 100,115.12 |

February 27, 1925

Standard Oil Company,
First National Bank Building,
Walla Walla, Washington.

Attention Mr. J. P. Cruden,
District Sales Manager.

Gentlemen:

We have your letter of the 26th inst. requesting certain information regarding Oregon state highway contract No. 766 for the grading and surfacing of the Condon-Thirtymile Creek Section of the John Day Highway, which contract was awarded to Campbell, Barr & Tobin, Colfax, Washington, on January 14th of this year.

Answering your question as to the law under whose authority this contract was awarded will say that this authority was granted the Highway Commission under the original law creating the State Highway Commission and subsequent laws which have been passed from time to time by the legislative assembly authorizing the sale of bonds. We cannot refer you to any particular laws but will say that this is covered by Section 4428 of the Oregon laws and subsequent sections. We are sending you under separate cover a copy of the road laws of this state and refer you to the detailed information concerning this feature.

Regarding the amount of the contract awarded to Campbell and Barr, this amount was $97,510. The contractors furnished a surety bond in the amount of 50% of the amount of the contract the surety company in connection with which is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Building, Portland, Oregon, are local agents. The estimated date of completion of this project has been set as July 31, 1925. In the event that the project is not completed at that date the contractors are subject to penalization. It is our practice to grant extensions of time when they overrun the time limit, provided the contractors secure the consent of the surety on their bond which consent must be granted without prejudice to the bond.

Relative to the matter of payments to the contractor, will say that this is fully explained on page 18 of the standard specifications and contract agreement, copy of which is being mailed to you under separate cover along with the highway laws.

Relative to your understanding that Tobin & Son of Condon, Oregon, were granted the grading of this project, will say that only one contract was awarded and this contract covered the grading and surfacing of 5.55 miles of resurfacing and 8 miles of grading between Condon and Thirtymile Creek. The contract was signed by Campbell, Barr & Tobin. It may be that Tobin & Son of Condon are to take care of the grading work; however, we are not informed as to their working arrangements with Campbell and Barr. Suffice to say that as far as this department is concerned Campbell and Barr are responsible for the satisfactory prosecution of the grading work as they are for the surfacing work.

Answering your inquiry as to whether or not we can furnish you with a copy of contracts upon your request for same, will say that we can do this at a charge of $1.00 each if you so desire; however, due to the fact that our specifications and agreement forms have been standardized we do not see that you would gain much by cluttering up your files with the various contracts. The difference in the contracts for the various classes of work appears only in the special provisions and plans and we do not believe you will be interested in these details. A standard form is being mailed you which is the standard form used in connection with all work. The detailed information you have asked for in connection with contract No. 766 can be furnished in connection with any state highway contract by letter equally as well as furnishing you a complete copy of the contract itself; however, we will be guided by your desires in the matter and if you wish a copy of the various contracts we will be pleased to furnish them to you upon request at the price mentioned above.

The standard form which is being mailed to you under separate cover is the result of a revision dated June 1, 1924. It is not likely that any further revision will be made for the next two or three years.

I trust I have satisfactorily taken care of your inquiries.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Glaisyer,
Chief Clerk.

HEG:LM

# STANDARD OIL COMPANY

INCORPORATED IN CALIFORNIA

J. P. CRUDEN.
DISTRICT SALES MANAGER
H. W. McCALLUM.
ASSISTANT DISTRICT SALES MANAGER

SALES DEPARTMENT

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASHINGTON.

SUBJECT:

Feb. 26, 1925

Campbell & Barr,
Colfax, Wash.

Oregon State Highway Commission,
Salem, Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Att'n H. B. Glaisyer, Chief Clerk

The above contractor to whom you have granted Contract #766 for the grading and surfacing of the Condon Thirty Mile Creek Section of the John Day Highway in Gilliam County will be requiring considerable credit from our Company beginning April 1st and in order that we may be in position to grant them the necessary credit we would appreciate your furnishing us with the following information:

We would like first to know under what law or authority the contract was granted; for how much it was let; how the contract provides for payment to the contractor and how much of the contract price is withheld; the name and address of the contractor's bonding company, and, finally, the approximate date on which the contract will be completed.

With this information in our files we will not hesitate to grant these people the credit which they will require.

We also understand that Tobin & Son of Condon, Oregon were granted the contract for the grading on this job and we would like to know whether or not this contract is separate from the one granted to Campbell & Barr, and if it is we would appreciate receiving the same information on this contract as is asked for on the Campbell & Barr contract.

In this connection we would like to inquire whether or not it would be possible for the State Highway Commission

ANSWERED
H. B. G.

Ore.State Hwy. Com'n 2-26-25

to furnish our Company with a copy of contracts such as this on our request. If it would be possible for you to do this we would appreciate your advising us just what the cost of furnishing such information would be.

Very truly yours,

STANDARD OIL COMPANY,

By J Ruder
District Sales Manager

MCS:DH
Credit

Project No. 114

Oregon State Highway Department
(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, Feb. 12th, 1925.

Bridge over Thirty Mile Creek at Station 364 of the Condon Canyon Section in Gilliam County

| | | | | |
|---|---|---|---|---|
| 180 | cu. yds. | Excavation | $2.50 | $450.00 |
| 20 | cu. yds. | Excavation below elev. shown | 5.00 | 100.00 |
| 140 | cu. yds. | Class A Concrete | 24.00 | 3360.00 |
| 38 | cu. yds. | Class D Concrete | 24.00 | 912.00 |
| 22800 | lbs. | Metal Reinforcement | .0575 | 1298.75 |
| 110 | lin. ft. | Concrete Handrail | 4.75 | 522.50 |
| | | Removal of old bridge and Maintenance of traffic | lump sum | 400.00 |
| | | Subtotal | | 7394.25 |
| | | 10% Eng. & Cont. | | 739.43 |
| | | Total for this bridge | | 8133.68 |

Bridge over Condon Canyon at Station 387

| | | | | |
|---|---|---|---|---|
| 140 | cu. yds. | Excavation | 2.50 | 350.00 |
| 15 | cu. yds. | Exca below elev. shown | 5.00 | 75.00 |
| 135 | cu. yds. | Class A Concrete | 24.00 | 3250.00 |
| 18 | cu. yds. | Class D Concrete | 24.00 | 512.00 |
| 7300 | lbs. | Metal Reinforcement | .0575 | 419.75 |
| 60 | lin. ft. | Concrete handrail | 4.75 | 285.00 |
| | | Removal of old bridge and maintenance of traffic | lump sum | 300.00 |
| | | Subtotal | | 4991.75 |
| | | 10% Eng. & cont. | | 499.18 |
| | | Total for this bridge | | 5490.93 |

4' x 4' Culvert at Station 475.

| | | | | |
|---|---|---|---|---|
| 115 | cu. yds. | Excavation | 2.50 | 287.50 |
| 10 | cu. yds. | Exc. below elev. shown | 5.00 | 50.00 |
| 45 | cu. yds. | Class A Concrete | 24.00 | 1170.00 |
| 4700 | lbs. | Metal Reinforcement | .0575 | 270.25 |
| | | Removal of old bridge and maintenance of traffic | lump sum | 200.00 |
| | | Subtotal | | 1977.75 |
| | | 10% Eng. & Cont. | | 197.78 |
| | | Total for this Culvert | | 2175.53 |

6' x 6' Culvert at Station 855

| | | | |
|---|---|---|---|
| 40 cu. yds. | Excavation | 2.50 | 100.00 |
| 5 cu. yds. | Exc. below elev. shown | 5.00 | 25.00 |
| 40 cu. yds. | Class A Concrete | 26.00 | 1040.00 |
| 3500 lbs | Metal Reinforcement | .0575 | 201.25 |
| | Removal of old bridge and maintenance of traffic | lump sum | 200.00 |
| | Subtotal | | 1566.25 |
| | 10% Engr. & Cont. | | 156.63 |
| | Total for this Culvert | | 1722.88 |

Total for four structures $17,523.02

Form No. 39—23393—6M—8-18

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Febr. 3, 1925.

Job Name Condon-30 Mile Creek — Week from Jan. 25th to 31st.

Mail Address Condon

Highway John Day — Telegraph or Telephone Address "

County Gilliam — Job Prefix 11 PF — Express and Freight Address "

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

" Grading & Surfacing "

Grading contractors arrived on 31st and expect to start work about the 8th of February.

Mr. Tobin will do the grading and Campbell and Barr will do the surfacing. They will start the grading at the 30 mile end.

Crew worked 4 days on this project but had to spend 2 of them re-running line and tying out points.

Weather for the week was rainy and windy.

NOTED
State Highway Engineer

NOTED
W. WANZER

ANSWERED
OSBON

(See back of this sheet for instructions and detailed information.)

Signed K. D. Lytle

Title Res Engr

By S. H. Probert
Office Engineer

Dist. b: J.W. DeSouza:L
cc

## GRADING CONSTRUCTION

*Total miles of grading on project* 6.6

*Miles completed* 0.

*Miles completed except finishing* 0.

*Miles covered by contractor's forces* 0.

*Miles cross-sectioned* 7.9

*Miles cross-sections completed and checked*

*Miles to be remeasured*

*Number men in Engineering Party* 6

*Contractor's average force for week* 0 men,

0 teams, 0 steam shovels

*Grading work will be completed about*

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* Not started.

*Miles completed*

*Miles partially done*

*Average daily yardage placed this week*

*Average daily yardage necessary to complete on time*

*Contractor's average force for week* men,

teams, trucks

*Percentage of total required yardage now in place*

*Surfacing will be completed about*

*Number men in Engineering Party*

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at station to be surveyed* 0

*Miles of preliminary staked*

*Miles of location staked*

*Per cent of field work complete*

*Per cent of office work complete*

*Number of days worked on this project*

*Number of men in party*

*Salary expense this week*

*All other expense this week*

*Previous total expenditure this survey*

*Total expenditure including this week*

*Survey will be completed about*

*Completed survey will cost about*

*Per mile cost of survey will be about*

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project*

*Miles paving completed*

*Average daily sq. yds. this week*

*Miles shoulders completed both sides*

*Contractor's average force for week* men,

teams, trucks

*Percentage of total required yardage now in place*

*Job will be completed about*

*Number men in Engineering Party*

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 11 p.m. *Percentage* 25

*Other jobs* 11 K *Percentage* 20

*Other jobs* 11 L *Percentage* 30

*Other jobs* Maint. *Percentage* 25

Dist. by J.W. DeSouza:L
00

J. E. Probert
Office Engineer

rm 114

February 5, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

We are now having blue prints made of the corrected plans for the Condon-Thirtymile Creek Section, and the required number of copies will be sent to you with a few days without further letter.

Under notation numbers two and three, we have made the required corrections for the equation in the stationing.

The four structures mentioned by your are to be advertised for bids by the Bridge Department, and complete plans will be sent to you by them. This will take care of the structure plan for the 6' x 6' reinforced concrete box culvert mentioned in your notation number five.

Although the dimensions of the structure have not been definitely decided upon, it has been proposed to use 4' x 4' concrete box culvert at Station 635. The plans have been corrected on this item in accordance with your notation number four. Structures at Stations 364, 387, [illegible] and 635, while only one of the four structures is indicated on the plans and no structure yet we have sent you no estimate for project agreement to cover the grading and surfacing contract recently awarded. If appropriations and allocations of funds for the year 1926 are made prior to the time of receiving bids on the bridges, we will send you an estimate eliminating the bridges in accordance with your suggestion. If immediate action is not taken by Congress, it would appear advisable to us to let the matter stand until the bridges are placed under contract. Owing to the limited amount of funds available for new Oregon projects it does not appear that it would be worth while to execute a project agreement at this time. In fact it is doubtfull whether the first agreement could be executed before it would become necessary to start a modification thru the required channels.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSouza:L
cc

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

January 30, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In checking plans for Oregon 114, Condon-Thirty Mile Section of the John Day Highway, we note the following omissions and discrepancies:

1. Station 365 - Plans do not indicate structure to replace present 59'-3" steel truss.

2. Equation 371+96.7 = 371+98.5. Length of short station shown as 93.1 should be 98.2.

3. Equation 457+27.3 = 457+25.8. Long station shown as 101.6 should be 101.5.

4. Station 635 - Estimate calls for 4'x 4' concrete box culvert while plans show double 36" pipe.

5. Title sheet indicates Drawing No. 3125 (6'x 6' reinf. concrete box culvert) as approved plan. This drawing has not yet been approved.

The estimate shows structures at Stations 364, 387, 474+50 and 635, while only one of the four structures is indicated on the plans, and no structural plans have been submitted for any of the four structures listed.

It will be necessary to submit plans for the culverts and bridges above shown if the items are to remain in the estimate.

If it is not possible to submit the structural plans at this time, the items should be stricken from the estimate, but should be indicated on the road plans as structures to be built under separate contract.

The project agreement could then be executed with a special clause obligating the State to build the structures as soon as grading is completed.

...14, 1-30-25

We are returning the plans for correction as above noted, under separate cover.

Very truly yours,

C. H. PURCELL, District Engineer,

By A. F. Morris

09 114

Form No. 39—22293—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date January 7, 5

Job Name Condon - Thrity Mile Creek

Week from Dec. 29th to Jan. 3rd

Mail Address Condon

Highway John Day

Telegraph or Telephone Address "

County Gilliam Job Prefix 11 PE

Express and Freight Address "

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnal of party, etc.:*

" Grading & Surfacing "

The engineering crew worked all week x-sectioning on this job.

All construction work has stopped.

NOTED
State Highway Engineer

JAN 13 1935

NOTED
VANCE

(See back of this sheet for instructions and detailed information.)

Signed K. D. Lytle

Title Resident Engineer

Contract no. awarded

## GRADING CONSTRUCTION

*Total miles of grading on project* 5.55

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* 0.0

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* 25

*Other jobs* ..... *Percentage* 75

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

January 6, 1926

FS 114

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Under separate cover we are today sending you four blue print sets of plans for the Thirtymile Creek-Condon Section of the John Day Highway in Gilliam Highway, Oregon Federal Aid Project No.114.

Bids on the grading and surfacing of this section are to be received on the 14th of the present month. This contract will not include the bridge structures which are to be later advertised separately by the Bridge Department. The necessary plans for these structures will be submitted to you prior to the receiving of the bids.

We are enclosing herewith six copies of Estimate of Cost, six copies of Unit PricesAnalysis on the surfacing, four copies of Special Provisions of the grading and surfacing, and four copies of the typical surfacing section.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Frobert
Office Engineer

Dict. by J.W.DeSousa:L
Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — FEDERAL AID PROJECT #114

Thirty-mile Crook-Deschutes Section of the John Day Highway
in Gilliam County
(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, January 4, 1926.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 100.00 |
| 37,000 | cu. yds. | Excavation | $ .60 | $ 22,200.00 |
| 24,000 | cu.yds. | Solid Rock Excavation | 1.40 | 33,600.00 |
| 24,000 | Stn. yd. | Overhaul | .05 | 1,200.00 |
| 1,250 | Lin.ft. | 18" Culvert Pipe | 2.50 | 3,125.00 |
| 170 | Lin.ft. | 24" Culvert Pipe | 3.00 | 510.00 |
| 140 | lin.ft. | 36" Culvert Pipe | 4.00 | 560.00 |
| 22 | lin.ft. | 48" Culvert Pipe | 12.00 | 264.00 |
| 100 | cu.yds. | Rubble Masonry | 15.00 | 1,500.00 |
| 4 | cu.yds. | Class "C" Concrete | 30.00 | 120.00 |
| 4 | Only | Cast Iron Catch Basins | 12.00 | 48.00 |
| 140 | cu.yds. | Rip Rap | 3.00 | 420.00 |
| 4,400 | cu.yd. | Base Course Surfacing | 2.05 | 13,120.00 |
| 5,400 | cu.yd. | Top Course Surfacing | 2.25 | 14,400.00 |
| 2,000 | cu.yd. | Filler | .40 | 800.00 |
| | | 4'x 4' Conc. Box Sta. 625 | | 2,000.00 |
| | | 6'x 4' Conc. Box Sta. 474/50 | | 1,600.00 |
| | | 24' I Beam Br., Sta. 387 | | 3,500.00 |
| | | 30' Conc. Br., Sta. 864 | | 7,500.00 |
| | | Sub-Total | | $ 107,408.00 |
| | | 10% Engr. & Cont. | | 10,740.80 |
| | | Total | | $ 118,148.80 |

Length of Project 5.915 miles

Cost per mile $19,978.50.

OREGON STATE HIGHWAY DEPARTMENT — FEDERAL AID PROJECT NO. 114

Thirtymile Creek-Canion Section of the John Day Highway
in Gilliam County

Analysis of Estimated Surfacing Prices

| | |
|---|---|
| Royalty on Materials | .05 |
| Quarrying | .45 |
| Crushing | .55 |
| Hauling (1.66 mi.@ .26) | .42 |
| Spreading and Finishing | .50 |
| | 1.97 |
| 15% Profit | .28 |

Estimated bid price, average 2.15

(Differential of 20¢ estimated between base and top course materials.)

P.R 114

CONDON - THIRTY-MILE SECTION BRIDGES.

Preliminary Estimate of Cost - 1-6-25

| Br. No. | Sime | Type | Cost |
|---|---|---|---|
| 1100 | 635 | 4'x4' box' 65' long | $ 2,000.00 |
| 1101 | 474 + 50 | 6 x 6 box - 28' long | 1,600.00 |
| 1102 | 387 | 24' I Beam | 3,500.00 |
| 1103 | 364 | 50' Conc. | 7,500.00 |
| Total | | | 14,600.00 |

Form No. 31—32292—6M—4-28

89-114

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Jan. 2, 1925., 192

Job Name Condon - Thirty Mile Creek.

Week from Jan. 11th to 17th.

Mail Address Cond n

Highway John day

Telegraph or Telephone Address w

County Gilliam Job Prefix 11 p n

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

" Grauing & urfacing

I only worked two days on this project during the week. One day in the office on Thirty mile bridge revision and one day x-sectioning.

As yet the contractors have not put in appearance.

Had fairly good weather all week.

NOTED
C. H. WANZER

(See back of this sheet for instructions and detailed information.)

Signed K. D. Lytle

Title Resident Engr.

Constr. not started

## GRADING CONSTRUCTION

*Total miles of grading on project* 8.0

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* 8.0

*Miles cross-sections completed and checked* 0

*Miles to be remeasured* .....

*Number men in Engineering Party* 5

*Contractor's average force for week* 0 *men,*

0 *teams* 0 *steam shovels*

*Grading work will be completed about* July 31

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* Not started

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage or station to be surveyed* 0

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 11 PE *Percentage* 30

*Other jobs* 11 WK *Percentage* 20

*Other jobs* 11 EJ *Percentage* 30

*Other jobs* Maint. *Percentage* 20

December 29, 1924

P.R 1/14

# DIVISION ENGINEER'S ESTIMATE OF COST

For Comparison of Bids

GRADING & SURFACING - CONDON CANYON SECTION

John Day Highway - Gilliam County

South City Limits of Condon - Southerly to Thirty Mile Creek

---

## - MIDDLE UNIT -

| | | | | | |
|---|---|---|---|---|---|
| | All | | Clearing & Grubbing | Lump Sum | $ 100.00 |
| 37,000 | Cubic | Yards | Common Excavation | .60 | $ 22,200.00 |
| 24,000 | " | " | Solid Rock Excavation | 1.40 | 33,600.00 |
| 34,000 | Stat | " | Overhaul | .05 | 1,700.00 |
| 140 | Cubic | " | Rip Rap | 3.00 | 420.00 |
| 100 ~~55~~ | " | " | Rubble Masonry | 15.00 | 825.00 |
| ~~41~~ | " | " | ~~Class "A" Concrete~~ | ~~30.00~~ | ~~1,230.00~~ |
| ~~3,800~~ | ~~Pounds~~ | | ~~Reinforcing Steel~~ | ~~10.00~~ | ~~380.00~~ |
| 4 | Cubic | " | Class "C" | 30.00 | 120.00 |
| 4 | Only | | Catch Basin Covers | 12.00 | 48.00 |
| | | | Sub-total | | $60,623.00 |
| 6,400 | Cubic | Yards | Base Surfacing Material | 2.05 | 13,120.00 |
| 6,400 | " | " | Top Surfacing Material | 2.25 | 14,400.00 |
| 2,100 | " | " | Maintenance Materials | 1.32 | 2,772.00 |
| 3,600 | " | " | Earth Filler Materials | .40 | 1,440.00 |
| | | | Sub-total | | $92,355.00 |
| 1,250 | Lineal | Feet | Cor Iron Culvert Pipe | 2.50 | 18" 3,125.00 |
| 170 ~~110~~ | " | " | " " " | 3.00 | 24" 330.00 |
| 70 ~~140~~ | " | " | " " " | 6.00 | 36" 840.00 |
| 32 | " | " | " " " | 12.00 | 48" 320.00 |
| | | | Total Estimated Cost Middle Unit | | $96,970.00 |

## NORTH UNIT

ReSurfacing (Station 0/00 to 316/80)

| | | | | | |
|---|---|---|---|---|---|
| 4,500 | Cubic | Yards | ReSurfacing Material | 3.25 | 14,625.00 |
| 1,500 | " | " | Filler Material | .40 | 600.00 |
| | | | | | $112,195.00 |

## SOUTH UNIT

ReSurfacing (Station 258/40 to 364/00)

| | | | | | |
|---|---|---|---|---|---|
| 2,000 | Cubic | Yards | Resurfacing Material | 3.25 | 6,500.00 |
| 600 | " | " | Filler Material | .40 | 240.00 |
| | | | | | $118,935.00 |

December 29, 1924

## DETAILED ANALYSIS OF COST FOR SURFACING

**North Unit** Length 6 Miles Quarry at Station 573/00

Beginning of Job Station 668/50 = 0/00
End of Job Station 316/80

| | |
|---|---|
| Set up and tear down (basis 22,000 cubic Yards) | $ .15 |
| Quarrying | .45 |
| Crushing | .50 |
| Royalty | .05 |
| Hauling* | 1.38 |
| Spreading & Processing | .30 |
| | $2.83 |
| Plus 15% | .42 |
| Total | $3.25 |

* Note- Dead haul 2 miles - distribution over 6 miles

**Middle Unit** Length 5.55 miles Station 364/00 to 668/50 Quarry at Sta. 573

| | Surfacing Materials | | Maintenance Materials | |
|---|---|---|---|---|
| Sep Up & Tear Down (Basis 22,00. Cy) | $ .15 | | $ .15 | |
| Quarrying | .45 | | 45 | |
| Crushing | .50 | | .50 | |
| Royalty | .05 | | .05 | |
| Hauling(at 25¢ per yd mile) | .42 | | | |
| Spreading & Processing | .30 | | | |
| | $1.87 | | $1.15 | |
| Plus 15% | .28 | Plus 15% | .17 | |
| | $2.15 | | $1.32 | |

**South Unit** -Length 2 miles -Station 258/40 - Quarry at Station 573
4 miles dead haul

| | |
|---|---|
| Sep up & tear down(basis 22,000 cy) | $ .15 |
| Quarrying | .45 |
| Crushing | .50 |
| Royalty | .05 |
| Hauling* | 1.375 |
| Spreading and Processing | .30 |
| | $2.83 |
| Plus 15% | .42 |
| | $3.25 |

* Note - Dead haul 2000 cubic yards for 4 miles
Distributed over 2 miles - @ 25¢ per mile

**Filler Based as Follows:**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| North Unit | 3" Top, | 5 | Cubic | Yards | per | Station | 1500 | Cubic Yards |
| Middle Unit | 8" Top | 12 | " | " | " | " | 3600 | " " |
| South Unit | 4" Top | 6 | " | " | " | " | 600 | " " |
| | | | | | | Total | 5700 | " " |

PR 114

The Dalles, Oregon
December 22, 1924

Mr. J. T. Fowler
County Judge Gilliam County
Condon, Oregon

NOTED DEC 24 1924
State Highway Engineer

Dear Sir:

It is our intention to advertise for bids for the Condon-South project, toward Thirty Mile, approximately 6 miles in length, bids to be received on January 15, 1925, providing we have assurance from you that the new right-of-way which will be necessary, has been required by you prior to this date, details and description of which will be furnished you by Mr. K. D. Lytle, Resident Engineer.

Kindly advise as soon as possible whether this new right-of-way has been secured as the Commission will probably not go ahead with this project until this condition has been met.

Also, please advise if this project is put on and contract let, whether you will make arrangements so that we can use the old road, in use prior to the construction of the present road, so called Smith road, for detour during construction of this new project. It is the intention to route all traffic from Thirty Mile Crossing over the new Thirty Mile Market Road, thence Northerly into Condon, but there will be certain seasons when this road will not be passable during wet weather. Therefore, we would like to have you make arrangements where, if necessary, we can use the old road as built prior to the present Smith Road, which will necessitate the taking down of the r/w fences in places and making the proper connections.

Also, there are places on the present newly constructed Thirty Mile Market Road where the road bed is constructed on slide rock and in order that the same may be traveled, some filler or earth should be placed upon the same in order to protect automobile tires and make the road passable. Can you not arrange to have this done? This will not, in my opinion, be an extra expense to the County, as before the road bed could be surfaced it would be necessary to place this filler upon the broken rock in any case to fill the voids.

Another little matter has just been called to my attention, namely, that while we have ordered all necessary maintenance equipment to maintain our roads in Gilliam County, due to delay in shipments from the East, we have not got the equipment on the ground as yet, but expect

to receive the same almost any day, and I had informed Mr. Lytle to try and get intouch with you, if an emergency should arise, to see if he could not procure a truck and blade from you in order to keep the road open if a snow storm should materialize before our equipment was on the ground, thinking that you would naturally be as interested as we are in serving the public, and thought of course we could count on your co-operation.

Incidently I have heard that you will furnish this equipment, but at a price of about $4.00 per hour. Will you kindly inform me if this price has been set by you and that you expect us to pay this price. I could hardly believe such to be the case as it hardly shows the co-operation that you have usually extended to us and we have tried to co-operate with you, not expecting to make any profit out of the same.

Yours very truly,

C. W. Wanzer
Division Engineer

CWW-vc

cc Roy A. Klein

PROJECT

PR114

Bureau of Public Roads,
New Post Office Bldg,
Portland, Oregon

October 10,1924

Gentlemen:

Herewith we are enclosing four copies of a Project Statement covering the John Day Highway between Condon and Thirty-Mile Creek, Gilliam County. We have assigned No. 114 to this project.

The State Highway Commission probably will desire to receive bids for the improvement of this section at a meeting to be held during the later part of November.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert,
Office Engineer

Dict by J.W.DeSouza/LL
Enclosure

cc

STATE Oregon

PROJECT NO. 114
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) October 10, 1924

*The Secretary of Agriculture,*
*Washington, D. C.*

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Condon-Thirtymile Creek Section of John Day Highway

2. Between control points of official description: Arlington and Point on Fed. Aid Hwy. near Mayville

3. Between intermediate control points if used: Condon and Thirtymile Creek

County of Gilliam

4. Length in miles (gross) 5.94 (net) 5.94

5. Preliminary estimate of cost: Total, $130,000; section of road to be first improved, $130,000, of which $12,000 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.) Sufficient to insure completion. Sale of Bonds or Current Income (Source; refer to statute.)

(b) County (Amount.) (Source; refer to statute.)

8—5072

PROJECT NO.

7. Funds for maintenance to be provided by State (State or (and) county.); from the following sources: Resolution of August 17, 1917 - Chapter 137, Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

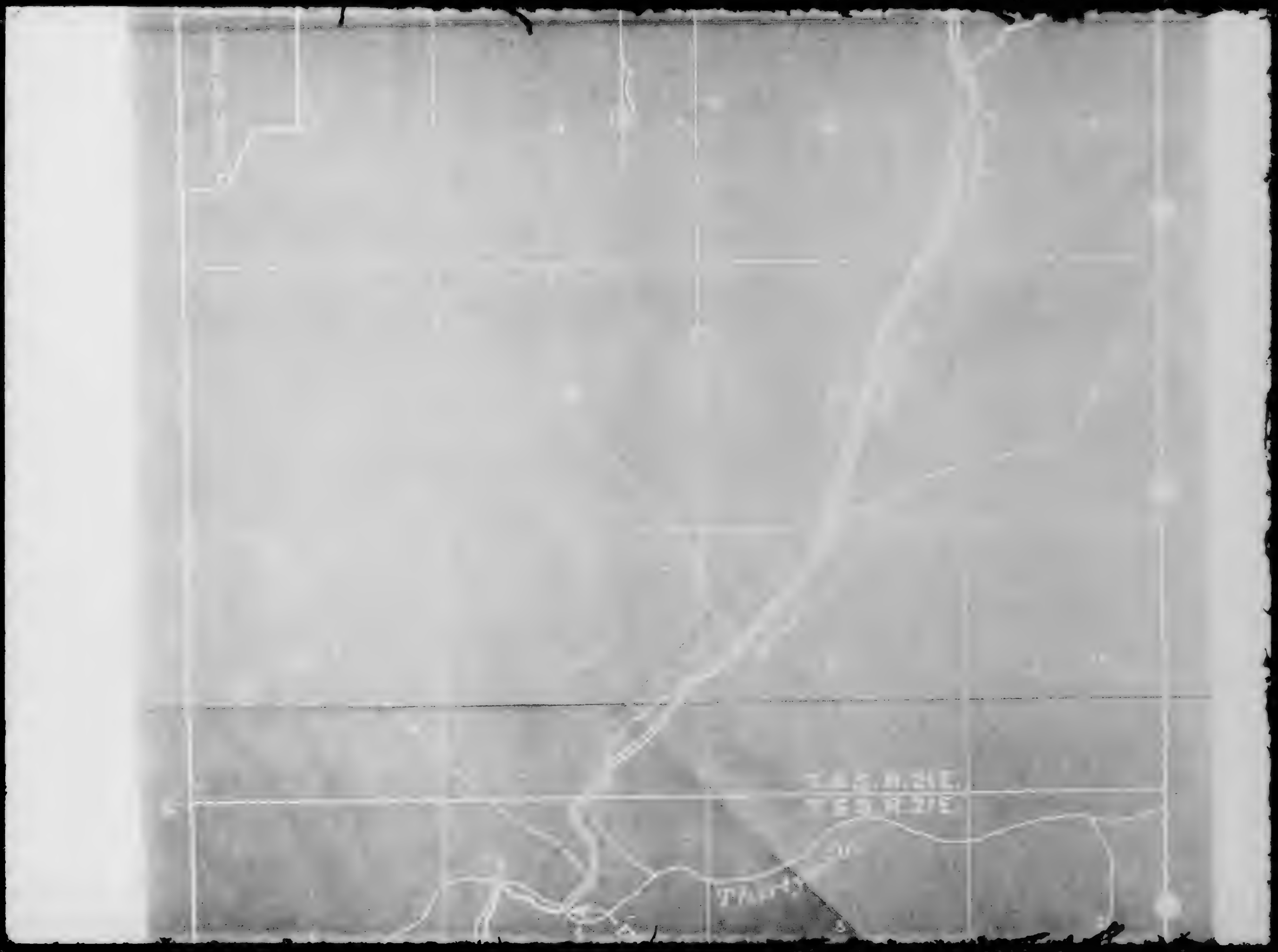
By

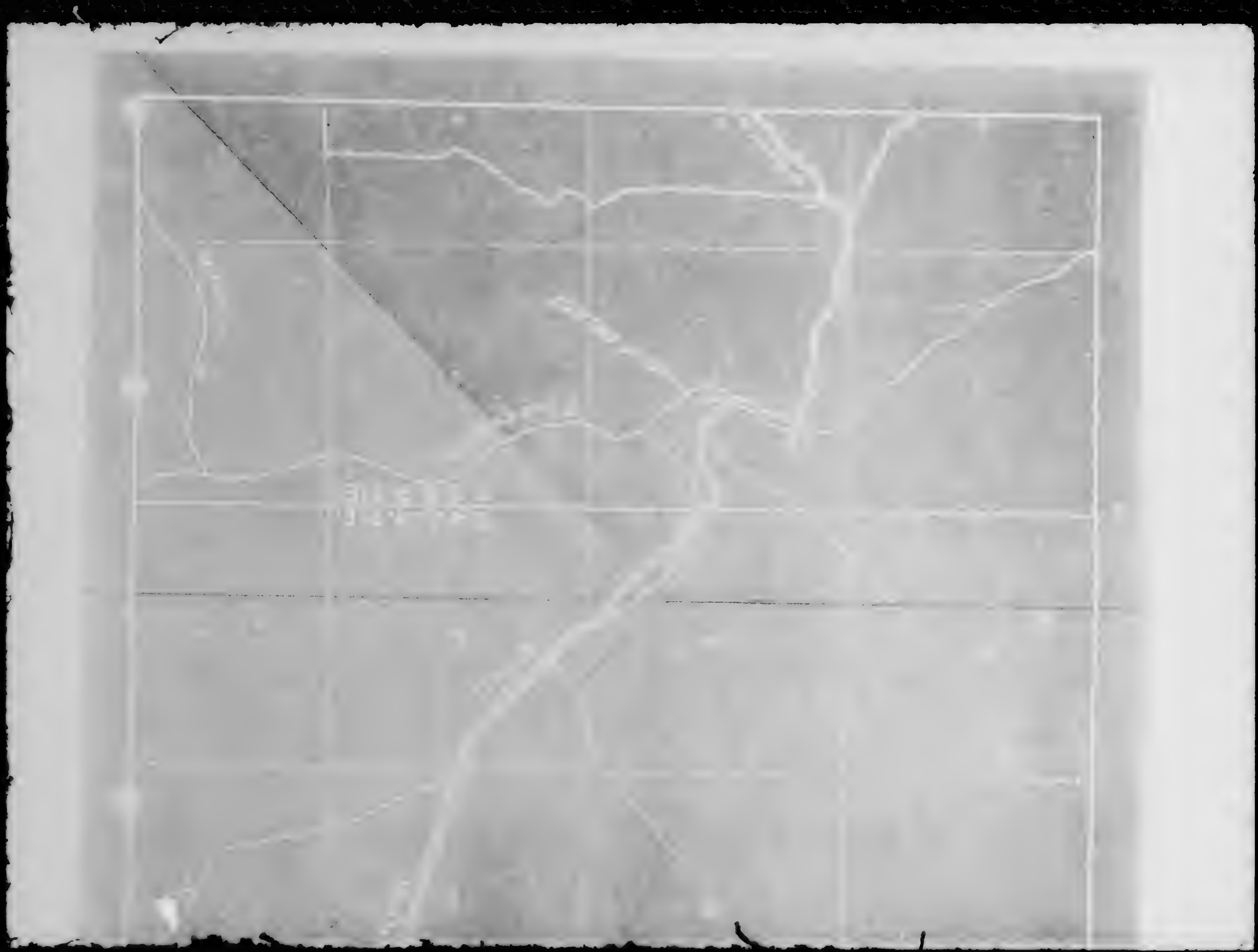
Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

9—5078





September 24, 1924

11VE

NOTED

P.R. 114

DIVISION ENGINEER'S

PRELIMINARY ESTIMATE OF COST

for

REVAMPING OLD LINE FROM CONDON TO POINT 5.94 MILES SOUTH

| | | | | |
|---|---|---|---|---|
| Common Excavation | 32,000 Cu.Yds. | @ | .70 | $ 22,400.00 |
| Solid Rock Excavation | 23,000 Cu.Yds. | @ | 1.60 | 36,800.00 |
| Overhaul | 25,000 Cu.Yds. | @ | .06 | 1,500.00 |
| Rip Rap (Hand Placed) | 300 Sq.Yds. | @ | 3.00 | 900.00 |
| Rubble Masonry | 50 Cu.Yds. | @ | 15.00 | 750.00 |
| Base Course | 6,400 Cu.Yds. | @ | 2.40 | 15,360.00 |
| Top Course | 6,400 Cu.Yds. | @ | 2.60 | 16,640.00 |
| Maintenance Material | 600 Cu.Yds. | @ | 2.00 | 1,200.00 |
| Filler Material | 4,000 Cu.Yds. | @ | .40 | 1,600.00 |
| 18" Pipe | 1,260 Ln.Ft. | @ | 2.50 | 3,150.00 |
| 24" Pipe | 150 Ln.Ft. | @ | 3.50 | 525.00 |
| 36" Pipe | 230 Ln.Ft. | @ | 6.00 | 1,380.00 |
| | | Total | | $102,205.00 |

Present Road without Bridges — 5.60 miles outside City Limits

.34 miles inside City Limits

Total — 5.94 Miles

#

102.205

17.500

Bridges

#119.705

September 24, 1924

BRIDGES

5 - 43.2

1 - 59' Span - 3" steel truss

5 - 42.8

1 - 29' span I Beam

5 - 41.1

1 - 8' 6" I Beam, (Box culvert could be substituted)

BRIDGES THAT WILL BE ELIMENATED BY NEW LINE

5 - 40.2

1 - 28' I Beam steel Span

5 - 39.6

1 - 19' I Beam Steel Span

5 - 38.1

1 - 16' Timber Span (could be elimenated by 2 - 36" pipe - is included in pipe list on estimate)

September 24, 1924

## COMPARISON OF COST ON OLD LINE WITH NEW LINE

OLD LINE-

| | | | |
|---|---|---|---|
| 2959 Cu.Yds. | Common Excavation | @ .70 | $ 2,071.30 |
| 3866 Cu.Yds. | Solid Rock Excavation | @ 1.60 | 6,185.60 |
| 136 Lin.Ft. | 18" Pipe | @ 2.50 | 340.00 |
| | Total Grading only | | $ 8,596.90 |
| | 1 - 28' Beam Span @ | | |
| | 1 - 19' I Beam Span @ | | |

NEW LINE-

| | | | |
|---|---|---|---|
| 8030 Cu.Yds. | Common Excavation | @ .70 | $ 5,621.00 |
| 2668 Cu.Yds. | Solid Rock Excavation | @ 1.60 | 4,268.80 |
| 258 Lin.Ft. | 18" Pipe | @ 2.50 | 645.00 |
| | Total | | $ 10,534.80 |

R/w

3.000

13534.00

CONTRACT #767,
807

PR 74 Oakland Overcrossing 1922-1926

767,807

June 4, 1926.

Washburn and Hall,
Contractors,
42 N. 41st St., E.,
Portland, Oregon.

Gentlemen:

The State Industrial Accident Commission has called our attention to the fact that you have filed a rejection of the Oregon Workmen's Compensation Law.

While you have no contracts with the State Highway Commission at the present time, it may be that at some future date you will be successful bidder, and it is for this reason that we wish to call to your attention the fact that there is contained in our contract forms a clause to the effect that the highway contractor shall accept the terms of the Oregon Workmen's Compensation Act, and carry on his work in strict compliance with the terms thereof. It is the policy of this Department to adhere strictly to this clause, and should any contractor disregard the terms of the same, it is considered a violation of the terms of the contract.

This Department will expect and require that every contractor and subcontractor now or hereafter engaged in state highway contract work to accept the terms of the Workmen's Compensation Law, and carry on his work in accordance therewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaizyer,
Chief Clerk.

hbg/er
cc Bowers & Bowers,
Dayton, Washington.

#767-1500
09-77

March 30, 1926.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Haas, Filing Division.

Dear Sir:

We have your letter of the 19th inst. enclosing three copies of the notice of claim of Walter A. Woodard against L. W. Metzger, it being in the sum of $515.18 for lumber furnished Mr. Metzger in connection with his contract for the construction of the Oakland Overcrossing.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

March 19, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. R. Glaisyer, Chief Clerk)

This is to advise that we received from B. L. Eddy, Attorney at Law, Roseburg, Oregon, and filed as of the 17th inst., a notice of claim by Walter A. Woodard, in the sum of $515.18, together with interest at 8%, against the bond taken from L. W. Metzger, principal, and the United States Fidelity and Guaranty Company, surety, for the work of construction of an overhead crossing on the Pacific Highway at Oakland, Douglas County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Isaac

#767

L

Cottage Grove, Oregon.
March 13th, 1926.

To the State of Oregon:

Notice is hereby given that the undersigned, Walter A. Woodard of Cottage Grove, Oregon, has a claim for lumber furnished to L. W. Metzger of Roseburg, Oregon, contractor under the State Highway Commission of the State of Oregon, for the construction of an overhead crossing on the Pacific Highway at Oakland, in Douglas County, Oregon, for lumber furnished in the sums of:-

Car #89031, shipped Apr. 6, '25, $328.67, Int. 8% from June 6, '25.
Car #52873, shipped June 27, '25, $186.51, Int. 8% from Aug. 27, '25.
(Shipped to overhead crossing job at Oakland, Oregon.)

Against the bond taken from said L. W. Metzger as principal, and United States Fidelity and Guaranty Company, as surety, for the work of constructing said overhead crossing, said lumber having been purchased for and used in the construction of said crossing by said Metzger.

WALTER A. WOODARD

File No. 509
Filed March 17, 1926. SAM A. KOZER, Secretary of State

99-74

March 30, 1926.

United States Fidelity & Guaranty Co.,
c/o Mr. G. C. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing to you herewith copy of notice of the claim of Walter A. Woodard of Cottage Grove, against L. W. Metzger. This claim has been filed in his office, which claim is in the sum of $515.18 and is for lumber furnished Mr. Metzger in connection with his contract for the construction of the bridge and overcrossing at Oakland, state highway contract No. 767 in connection with which you appear as surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claiayer,
Chief Clerk.

HBC:LM
Encl.

March 20, 1926.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find copy of notice of the claim of Walter A. Woodard of Cottage Grove against yourself, which claim has been filed in the office of the Secretary of State. We mail this copy to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

#767-108D
OQ-74

March 11, 1926.

Mr. B. F. Burnett,
City Recorder,
Oakland, Oregon.

Dear Sir:

We have your letter of the 9th inst. enclosing a certified copy of your claim against L. W. Metzger in connection with his contract for the construction of the Oakland overcrossing.

In reply will say that claims incurred by Mr. Metzger in connection with this project are protected by the bond furnished by him, which bond was required by the State Highway Commission for just such purposes. We would suggest that you file notice of your claim with the surety on this bond who in this instance is the United States Fidelity & Guaranty Company for whom C. O. Brice is the local manager. His office is in the Porter Building, Portland, Oregon.

In the event that you do not secure satisfaction from the bonding company you still have recourse to action in the courts against Mr. Metzger and the surety. However, in accordance with section 2991, Oregon Laws, you should file a notice of your claim with the Secretary of State, prior to the expiration of the period of one year after the date of completion of the contract in order to hold the surety company responsible after that date.

Final payment has been made to Mr. Metzger by the State Highway Commission for this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Office of City Recorder
OAKLAND, OREGON

March 19/26.

State Highway Commission
Salem, Ore.
Gentlemen:

Inclosed find a bill the City of Oakland Oregon has against Mr. L.W.Metzger.

As we understand it Mr.Metzger gave a bond to guarantee the payment of his bills in connection with the bridge work and that his bondsmen should pay this.

If I am correctly informed and you can aid us in any way in securing the payment of the inclosed bill I assure you it will be duly appreciated.

Yours truly,
B. F. Burnett
City Recorder.

H B.O

State of Oregon
County of Douglas. ss.

Subscribed and sworn to before me this 20th. day of March 1926.

Notary Public for Oregon
My commission expires

OREGON

# Office of City Recorder

OAKLAND, OREGON

March 10. 1926.

L.W.Metzger, Dr.

To the City of Oakland Oregon:

| | | | | |
|---|---|---|---|---|
| Electric power for the month of | July | 1925, | $10.00 | |
| " " " " " " | Aug. | " | 12.02 | |
| " " " " " " | Oct. | " | 10.00 | |
| Water for the month of | July | " | 1.48 | |
| " " " " " | Aug. | " | 3.28 | |
| " " " " " | Oct. | " | 3.00 | $39.78 |

Above electric power and water was furnished and used in the construction of the bridge and overhead crossing at Oakland Oreg. Above claim is a true and just one and there are no counter claims or offsets to the best of my knowledge and belief.

B.F.Burnett
City Recorder.

State of Oregon
County of Douglas. ss.

Subscribed and sworn to before me this 10th. day of March 1926.

Notary Public for Oregon
My commission expires

[illegible] OREGON
[illegible] 11, 1926

Q-74

March 11, 1926.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find copy of notice of the claim of the City of Oakland against yourself for electric power and water furnished you in connection with your contract for the construction of the Oakland overcrossings. This claim was received in today's mail from the city of Oakland.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

OQ-74

March 11, 1926.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find copy of notice of the claim of the City of Oakland against yourself for electric power and water furnished you in connection with your contract for the construction of the Oakland overcrossing. This claim was received in today's mail from the city of Oakland.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

99-74

March 11, 1926.

United States Fidelity & Guaranty Company,
c/o Mr. C. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice that we have today received from the City of Oakland, it being their claim against Mr. L. W. Metzger for electric power and water furnished him in connection with his contract for the construction of the Oakland overcrossing.

This notice is given you as you appear as surety on the bond furnished by Mr. Metzger in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

99-74

February 15, 1926.

Stearns & Chenoweth,

Oakland, Oregon.

Attention Mr. C. L. Chenoweth

Gentlemen:

Your letter of the 3d inst., consenting final payment to L. W. Metzger for the construction of the Oakland Overcrossing, which letter was addressed to Mr. Sam Moser, Secretary of State, has been referred to this department for reply. In reply, will say that final warrant was mailed to Mr. Metzger in payment of this work on February 3d, and should now be in his hands.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI
Dictaphone

...LESTER STORE

...ARNS C. L. CHENOWETH

# STEARNS & CHENOWETH

OAKLAND, OREGON

WHOLESALE AND RETAIL

HARDWARE, STOVES AND TINWARE

BUILDING MATERIALS, IMPLEMENTS
AUTOMOBILE ACCESSORIES
AND SPORTING GOODS

OAKLAND, - - OREGON

PAGE AND AMERICAN FENCE

Feb 3/26

Hon Sam Kozer
Salem Or

Dear Mr Kozer For some time we have been trying to get the balance due Mr Mizer on the Overland car sold him The Bond Company has agreed, and the Highway department has found to issue the warrit balance due Mr Mizer & he in turn will turn this over to us. But it has not come. We will still be out about 1000 or 1500 dollars with us & this is anything you can do to help this along we would appreciate it very much.

Very truly
Stearns Chenoweth
by C Chenoweth.

P.S.
Say Hello to Mrs Chadwick for me
C L C

Respectfully referred to Mr. Roy A. Klein, State Highway Engineer.
SAM A. KOZER, Secretary of State.

H. B. G.

SECRETARY OF STATE
RECEIVED
FEB 4 - 1926
SAM A. KOZER

Dictaphone

Warrant issued Feb 3rd

FORM 2103

IN REPLY PLEASE REFER TO
No L-11-18590

# SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

E. L. KING,
SUPERINTENDENT

February 4, 1926

RECEIVED
FEB 5 1926

NOTED
State Highway Engineer

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Attached for your record is copy of supplemental agreement covering new location of the overhead highway crossing at Oakland, Oregon.

Yours truly,

E L King

filed 2/5/26
HBS

F 6 F 6 # 767-10PD
09-74

January 26, 1926.

United States Fidelity & Guaranty Company,
S. C. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that the Highway Commission are now ready to make final settlement with L. N. Metzger on contract No. 767 for the construction of a bridge over Calipooya Creek and the S. P. Company Tracks at Oakland on the Pacific Highway in Douglas County.

We have been advised by Mr. Metzger that all of the claims for labor and material against this contract have not been settled by him. Kindly advise if you are willing for the final payment to be made.

For your information will advise that the total amount paid on this contract is $44,507.72 of which amount $166.11 was force account. The amount of the final payment is $4,271.94.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#807-10-08-1

January 9, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 807 for the construction of the Oakland Overcrossing Approaches Section of the Pacific Highway in Douglas County consisting of 0.42 miles of grading and surfacing has been completed by the contractors, Washburn & Hall and that final settlement will be made by the State with said contractors for work done under said contract on or after January 19th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

# 817-10-89-1

F 2 F 6 89 74

January 9, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 907 for the construction of the Oakland Overcrossing Approaches Section of the Pacific Highway in Douglas County consisting of 0.42 miles of grading and surfacing has been completed by the contractors, Washburn & Hall and that final settlement will be made by the State with said contractors for work done under said contract on or after January 19th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#767-1008
9-74

December 31, 1925.

United States Fidelity & Guaranty Company,
G. C. Fulton, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 767 for the construction of a bridge over the Calipooya Creek and the S. P. Company Tracks at Oakland on the Pacific Highway in Douglas County has been completed by the contractor L. W. Metzger and that final settlement will be made by the State with said contractor for work done under said contract on or after January 9th, 1926.

The State has been advised of numerous claims filed against this contract but assumes no responsibility for those which have been filed or any which will be filed.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

#767-10 P&L
C.C.-74

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

December 31, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.

ATTENTION:

Commercial Bank,
Oakland, Oregon.

JAN 6 1926

Gentlemen:

We acknowledge receipt of your letter of the 30th inst... enclosing final estimate covering construction of the Oakland bridge and overcrossing by L. W. Metzger.

Please be advised that we are now placing this in line to be signed by the State Highway Engineer and the Highway Commission. It is likely that it will be a week or ten days before it is completed. The voucher will then be forwarded to the Secretary of State who will issue a warrant to cover the amount of the voucher. We trust that you will have secured the assignment from Mr. Metzger properly signed by the surety company so that it may be forwarded to the Secretary of State along with the voucher and the warrant made out in favor of the assignee.

This information is given you so that you will fully understand our position in the matter. Under ordinary conditions the voucher would be sent to the Secretary of State to issue a warrant in favor of Mr. Metzger and we would have no other alternative but to mail the warrant to Mr. Metzger direct. In the present instance we have received no instructions from Mr. Metzger to do otherwise.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By H. B. Glaisyer

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Should the assignment not be with you when this voucher is ready in due course, let it issue in the regular way. Mr. Metzger will pay it to our clients when it is in his hands. Bond company does not consent and it looks like they will have to be sued.

Commercial Bank

JAN 6 '26
CARL F. SMITH

December 31, 1925.

Commercial Bank,
Oakland, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 30th inst. enclosing final estimate covering construction of the Oakland bridge and overcrossing by L. W. Metzger.

Please be advised that we are now placing this in line to be signed by the State Highway Engineer and the Highway Commission. It is likely that it will be a week or ten days before it is completed. The voucher will then be forwarded to the Secretary of State who will issue a warrant to cover the amount of the voucher. We trust that you will have secured the assignment from Mr. Metzger properly signed by the surety company so that it may be forwarded to the Secretary of State along with the voucher and the warrant made out in favor of the assignee.

This information is given you so that you will fully understand our position in the matter. Under ordinary conditions the voucher would be sent to the Secretary of State to issue a warrant in favor of Mr. Metzger and we would have no other alternative but to mail the warrant to Mr. Metzger direct. In the present instance we have received no instructions from Mr. Metzger to do otherwise.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

...ASHIER
P. FORTIN
R. O. THOMAS

# THE COMMERCIAL BANK

ESTABLISHED 1904
OAKLAND, OREGON

Dec. 30, 1925.

Roy A. Klein, Sec.

Salem, Oregon.

Dear Sir:-

We are enclosing approved estimate L. W. Metzger that it may be going through and ready for payment. We have as yet not gotten the bond companys assent to the asignment to Stearns and Chenoweth but may have it later.

Yours truly,

Commercial Bank.

H B. O.

99-74

Dece ber 19, 1925.

Mr. Jess R. Lasswell, President,
The Commercial Bank,
Oakland, Oregon.

Dear Sir:

Herewith enclosed please find copy of a letter we are today mailing to Mr. L. W. Metzger transmitting final voucher in payment for the construction of the Oakland overcrossing under contract to him.

You will note that the final amount due Mr. Metzger in connection with this work is $4,235.94. You will also note that we are sending one of our standard forms of assignment of claim to Mr. Metzger which we have asked him to execute in favor of Stearns & Chenoweth in the amount of the final voucher. This information is given you so that you may know the status of the matter at the present time.

In the event that it is Mr. Metzger's desire to assign this payment to Stearns & Chenoweth it is in line for him to sign this form and secure for us the consent of the surety on his bond, which consent must be in writing.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

...SIDENT
...PRESIDENT
...NS, CASHIER
...BBE F. FORTIN
R. O. THOMAS

THE COMMERCIAL BANK

ESTABLISHED 1904

OAKLAND, OREGON

Dec. 16, 1925.

Roy A. Klein, Sec. Oakland Overhead
Highway Commission. Metzger & Stearns & Chenoweth.
Salem, Oregon.

Dear Sir:- Have noted some correspondence between your offive and Stearns & Chenoweth regarding their account against the Oakland Overcrossing and Have asked them to allow me to handle the matter.

Have interveiwed Mr. Metzger today and he is willing to assign or do any thing that will hasten the payment of this bill. Saye he has not yet received his final estimate. Take it that until he has receipted the final account that you cannot make settlement. When you have this will make an effort with his bonding company to get the entire final sum assigned and Stearns & Chenoweth paid. Will thank you to advise me progress in the matter.

Yours truly,

Jess R. Lasswell

H. B. G.

9974

December 14, 1925.

United States Fidelity & Guaranty Co.,
c/o Mr. S. O. Price, Manager,
1308 Porter Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim of R. H. Easley against L. W. Metzger it being for work performed for Mr. Metzger in connection with his contract for the construction of the Oakland overcrossing.

The original of this notice has been filed in the office of the Secretary of State and it is at his request that we are mailing this copy to you inasmuch as you appear as surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

December 14, 1925.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find certified copy of notice of the claim of R. H. Easley which has been filed in the office of the Secretary of State.

This copy is mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#7-61-1077

December 16, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Nagl, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 14th inst. enclosing three certified copies of notice of claim of R. M. Easley against L. W. Metzger for work performed for Mr. Metzger in connection with his contract for the construction of the Oakland overcrossing.

Please be informed that we are today forwarding notice of this claim to the contractor and his surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaiayer,
Chief Clerk.

HBG:LM

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 14, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:
(Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Mr. Herbert W. Lombard, Attorney at Law, Cottage Grove, Oregon, and filed as of this date a notice of claim by R. H. Easley for labor performed at the request of L. W. Metzger, Contractor, in the construction of the Oakland Overhead Highway Bridge, in the sum of $49.29 against the bond taken from the United States Fidelity and Guaranty Company.

#767

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION

By M. J. Haas

and ans

HM

TO THE STATE OF OREGON AND THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN, that the undersigned R. H. Easley has a claim for work performed in the construction of a bridge known as Oakland Overhead Highway Bridge, that said work was performed at the special instance and request of L. W. Metzger, Contractor on said work; that the following is an itemized statement of said work and payments made; See "Exhibit A", hereto attached and made a part of this claim.

That the blance due for said work is the sum of Forty-nine Dollars Twenty-nine Cents ($49.29), which the undersigned claims against the bond taken from the United States Fidelity and Guaranty Company.

That all of said work performed and materials furnished by said claimant were performed and furnished in the construction of said bridge, as aforesaid.

R. H. EASLEY

Subscribed and sworn to before me this 9 day of December, A. D. 1925.

JAS. H. DEARLING
Notary Public for Oregon

My Commission expires JUSTICE OF THE PEACE.

"EXHIBIT A"

L. W. Metzger
in account with

R. H. HASLEY
BLACKSMITH

| | | | |
|---|---|---|---|
| Mar | 3 | Sharp 2 picks | $ .70 |
| | 4 | Sharp 1 bar | .25 |
| | 10 | " 2 picks | .70 |
| | 11 | " 3 picks | 1.05 |
| | | 2 chisels 9# steel @ 16¢ | 1.44 |
| | | make same | .50 |
| | | " 2 chisels (again) | .50 |
| | | Sharp 2 picks | .70 |
| | | " 1 chisel | .25 |
| | 12 | " 1 " | .25 |
| | | Work on bolts | .50 |
| | 13 | Sharp 2 picks | .70 |
| | 18 | " 2 chisels | .50 |
| | 25 | " 2 " | .50 |
| | | 1 eye bolt 1"x9" | 1.50 |
| | 26 | Sharp 1 chisel on drill | .25 |
| | 27 | " 1 " " " | .25 |
| | 31 | 2 steel hooks | 1.25 |
| Apr | 6 | Sharp drill | .25 |
| | | Lever for machine | 4.00 |
| | 11 | Sheet iron | .25 |
| Apr | 16 | Weld out auger | 1.00 |
| | 20 | Make 8 bolts 3/4x18" | 2.00 |
| | | Weld out auger | 1.25 |
| | 25 | Repair hoe | .25 |
| May | 11 | Weld out auger 1.25 and 4 bolts 1.25 | 2.50 |
| | | 2 washers | .25 |
| | 12 | 2 boxes for mixer | 3.50 |
| | 13 | Patch on mixer 3 hrs. | 3.50 |
| | 14 | Work on Angle iron for mixer | 2.50 |
| | 16 | Bearing for mixer | 1.75 |
| | 25 | Sheet iron & drill holes | 2.00 |
| June | 1 | Collar for mixer | 1.25 |
| | 10 | 2 wrecking bars | 2.00 |
| | | Case hardin steel | .25 |
| | 12 | make 4 bolts | .80 |
| | 23 | " 2 drills 1.00 sharp 2 drills 50¢ | 1.50 |
| | | work on 4 bolts | .50 |
| | 25 | sharp 2 drills 50 cut of bolts 50¢ | 1.00 |
| | 26 | sharp 2 drills | .50 |
| July | 7 | work on dolly bar | 1.75 |
| | 9 | 2 clamps | 2.00 |
| | 13 | work on dolly bar | 1.00 |
| Total - - -

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by R. H. Easley for labor performed at the request of L. W. Metzger, Contractor, in the construction of the Oakland Overhead Highway Bridge, in the sum of $49.29 against the bond taken from the United States Fidelity and Guaranty Company, with the original notice of claim filed in the office of the Secretary of State on December 14, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 14th day of December, A. D. 1925.

Sam A. Kozer
Secretary of State

By _____
Deputy

09-74

December 15, 1925.

Stearns & Chenoweth,
Oakland, Oregon.

Gentlemen:

Governor Pierce has called my attention to your letter of December 11, 1925, relative to your claim for cement furnished L. W. Metzger, contractor on the Oakland overcrossing. As indicated in our previous correspondence, we are quite ready to honor an assignment to your company provided the assignment is endorsed by the surety on the bond. However, the assignment will have to be drawn for the full amount of the estimate, as we can not split the estimates to cover a definite amount. The way this is usually handled is to assign to a bank and let the bank divide the funds as may be agreed upon.

After several years of dealing with your company at Yoncalla and Oakland, during which period, I take it, business relations have been mutually satisfactory, it is hard to see why you feel it necessary to go to the Governor with this matter and criticise this department and its methods of handling claims such as yours. You must appreciate that surety bonds are taken to protect labor and material claims and that our payments have to be made in a regular and legal way and that this department can not act as a bill collector.

As previously stated to your attorney as early as the 30th of November, we are quite willing to accept an assignment of the estimates due on this contract provided they are made in the proper form.

Very truly yours,

State Highway Engineer.

RAK:HI

Roy Rhein

December 12, 1925.

Messrs. Stearns & Chenoweth,
Oakland, California.

Gentlemen:

I have your letter of the 11th, and am today taking up with the Highway Commission the matter of your claim for $5,546.64 against Mr. Metzger. I believe the Highway Commission will be able to straighten the matter out without further difficulty to you.

I am hoping that I may be hopeful in the matter because I do like to cut the red tape and help real friends.

Yours sincerely,

Governor.

THE WINCHESTER STORE

A. F. STEARNS — C. L. CHENOWETH

# STEARNS & CHENOWETH

OAKLAND, OREGON

HARDWARE, STOVES AND TINWARE

BUILDING MATERIALS, IMPLEMENTS
AUTOMOBILE ACCESSORIES
AND SPORTING GOODS

OAKLAND, - - OREGON

WHOLESALE AND RETAIL

PAGE AND AMERICAN FENCE

Dec.11th, 1925.

Hon. Walter.M.Pierce.

Salem,Ore.

Dear Govenor:

We are enclosig a letter from the Engineer of the Highay department.This bill is for cement princilayy, and other material furnished the contractor, for the overhead crossing at this place. In the first place we did not care to sell to this man. But through his pleading we furnished the material The ~~interest~~/ Intrest on the amount furnished to date is about all the profit that we would have made out of it, had the bill been paid promptly.We have asked this department to honor an order from the contractor and the Bonding Company. You can see their reply.A lot of red tape, and a desire to keep us out of our money as long as possible.It sure is the DEvil that we have to bring Suit to get what belongs to us, Simply for a little Red tape.We can see no reason or excuse for not allowing this to be paid,As the bonding Company is good for the debts any way,We trust you can see your way clear to push this matter along, and save us the ezpense and trouble of bringing Suit to collect the samm

Very Truly

Steams & Chenoweth

J. E. L. Chenoweth

...LAND
...ONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM December 8, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION: .....

Stearns & Chenoweth,
Oakland, Oregon.

Gentlemen:

We have your letter of the 7th inst. regarding assignment of payments due Mr. Metzger to yourselves to take care of your claim in amount $5,546.64 against Mr. Metzger in connection with his contract for the construction of the Oakland overcrossing.

In reply will say that we will honor an assignment from Mr. Metzger to you provided the bonding company consents to the assignment and also providing the amount of the assignment is for the full amount of any estimate. We cannot split our estimates to exactly meet the amount of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By H. B. Glaisyer

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#767 - 108 A 99-74

December 14, 1925.

Mr. Norbert W. Lombard,
Attorney at Law,
First National Bank Building,
Cottage Grove, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 12th inst. enclosing notice of the claim of R. H. Easley against L. W. Metzger it being the balance due for work for Mr. Metzger in the sum of $49.29 in connection with his contract for the construction of the Oakland Overcrossing.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

HERBERT W. LOMBARD
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
COTTAGE GROVE, ORE.

December 12, 1925.

#467

State Highway Commission,
Salem, Oregon.

Gentlemen:

Inclosed herewith find Notice of claim against the Bond of L. W. Metzger taken from the United States Fidelity and Guaranty Company to be filed with your office.

Yours very truly,

Herbert W. Lombard

HL:EV

Inclosure 1

ACKNOWLEDGED
H. B. G.

TO THE STATE OF OREGON AND THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN, that the undersigned R. H. Easley has a claim for

Work

performed in the construction of a bridge known as

Oaklands Overhead Highway Bridge

that said work was performed at the special instance and request of L. . Metzger, Contractor on said work; that the following is an itemized statement of said work and payments made; See "Exhibit A" , hereto attached and made a part of this Claim.

That the balance due for said work is the sum of Forty-nine Dollars Twenty-nine Cents ($49.29), which the undersigned claims against the Bond taken from the United States Fidelity and Guaranty Company.

That all of said work performed and materials furnished by said claimant were performed and furnished in the construction of said bridge, as aforesaid.

✓

Subscribed and sworn to before me this 9 day of December, A. D., 1925.

Jess V. Dearing
Notary Public for Oregon.

My Commission expires Justice of the Peace.

"EXHIBIT A"

L. W. Metzger
in account with

R. H. EASLEY
BLACKSMITH

| | | | |
|---|---|---|---|
| Mar | 3 | Sharp 2 picks | $ .70 |
| | 4 | Sharp 1 bar | .25 |
| | 10 | " 2 picks | .70 |
| | 11 | " 3 picks | 1.05 |
| | | 2 chisels 9# steel @ 16¢ | 1.44 |
| | | Make same | .50 |
| | | " 2 chisels (again) | .50 |
| | | Sharp 2 picks | .70 |
| | | " 1 chisel | .25 |
| | 12 | " 1 " | .25 |
| | | Work on bolts | .50 |
| | 13 | Sharp 2 picks | .70 |
| | 18 | " 2 chisels | .50 |
| | 25 | " 2 " | .50 |
| | | 1 eye bolt 1"x9" | 1.50 |
| | 26 | Sharp 1 chisel on drill | .25 |
| | 27 | " 1 " " " | .25 |
| | 31 | 2 steel hooks | 1.25 |
| Apr | 6 | Sharp drill | .25 |
| | | Lever for machine | 4.00 |
| | 11 | Sheet iron | .25 |
| Apr | 16 | Weld out auger | 1.00 |
| | 20 | Make 8 bolts 3/4x18" | 2.00 |
| | | Weld out auger | 1.25 |
| | 25 | Repair hoe | .25 |
| May | 11 | Weld out auger 1.25 and 4 bolts 1.25 | 2.50 |
| | | 2 washers | .25 |
| | 12 | 2 boxes for mixer | 3.50 |
| | 13 | Patch on mixer 3 hrs | 3.50 |
| | 14 | Work on Angle iron for mixer | 2.50 |
| | 16 | Bearing for mixer | 1.75 |
| | 25 | Sheet iron & drill holes | 2.00 |
| June | 1 | Collar for mixer | 1.25 |
| | 10 | 2 wrecking bars | 2.00 |
| | | Case hardin steel | .25 |
| | 12 | make 4 bolts | .80 |
| | 23 | " 2 drills 1.00 sharp 2 drills 50¢ | 1.50 |
| | | work on 4 bolts | .50 |
| | 25 | sharp 2 drills 50 cut of bolts 50¢ | 1.00 |
| | 26 | sharp 2 drills | .50 |
| July | 7 | work on dolly bar | 1.75 |
| | 9 | 2 clamps | 2.00 |
| | 13 | work on dolly bar | 1.00 |
| Total---------- | | ---------- | $49.34 |

09-74

December 14, 1928.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

We wish to inform you that we have today received from Mr. Herbert W. Lombard, Attorney of Cottage Grove, notice of the claim of H. H. Easley against yourself for the sum of $49.[illegible] it being the balance due for work performed for you in connection with the construction of the Oakland Overcrossing.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Pg 74

December 14, 1926.

United States Fidelity & Guaranty Co.,
c/o Mr. C. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Herbert W . Lombard, Attorney of Cottage Grove, notice of the claim of R. H. Easley in the sum of $49.89 against A. W. Metzger it being the balance due for work performed for Mr. Metzger in connection with his contract for the construction of the Oakland Overcrossing.

This notice is given you as you appear as surety on the bond furnished by Mr. Metzger in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

09-74

December 8, 1925.

Stearns & Chenoweth,
Oakland, Oregon.

Gentlemen:

We have your letter of the 7th inst. regarding assignment of payments due Mr. Metzger to yourselves to take care of your claim in amount $5,546.64 against Mr. Metzger in connection with his contract for the construction of the Sauvie Island overhead.

In reply will say that we will honor an assignment from Mr. Metzger to you provided the bonding company consents to the assignment and also providing the amount of the assignment is for the full amount of any estimate. We cannot split our estimates to exactly meet the amount of your claim.

Very truly yours,

R. A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

ORDER

# EARNS & CHENOWETH

No 4262

E WOVEN WIRE FENCE

THE WINCHESTER STORE

WHOLESALE AND RETAIL DEALERS IN

HARDWARE, STOVES AND TINWARE

STORES: OAKLAND, ORE. YONCALLA, ORE.

☞ NOTE: Put the above Order Number on your Invoices and Packages.

OAKLAND, ORE., 12/3 1925

TO State Highway Commission

PLEASE ENTER OUR ORDER FOR THE FOLLOWING GOODS:

SHIP BY

| QUANTITY | SIZE OR STOCK NO. | DESCRIPTION | PRICE |
|---|---|---|---|
| | | Mr Mitzger of Roseburg who owes us on the Highway Oakland Bridge # 5-6-46 Co. in Lytle with him today is willing assign us the amt of the account. will you accept same & allow it to us providing the Binding is approved | |
| | | please let us know at once as we desire to collect same. | |
| | | Yours Truly | |
| | | Stearns & Chenoweth | |

ANSWERED H. B. C.

IMPORTANT: Send Bill of Lading showing weight and rate of freight. Be SURE and list articles on Bill of Lading by proper class or name taking lowest freight rates. Box goods separately taking different rates

STEARNS & CHENOWETH

By

BANKERS PTG CO., PORTLAND

#767- 108 & 09-74

November 24, 1925.

Rice & Orcutt,
Attorneys at Law,
First State & Savings Bank Bldg.,
Roseburg, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 23rd inst. regarding final payment to L. W. Metzger for the construction of the Oakland Bridge and Overcrossing and advising us of the claim of Stearns & Chenoweth against Mr. Metzger for material furnished in the sum of $5,497.71.

In reply will say that inquiry of our bridge department reveals the fact that this structure has been completed by Mr. Metzger with the exception of the tightening of a few bolts and general cleaning up. The field notes have been received but have not been given a final check pending the receipt of notice to the effect that the above mentioned work has been fully completed.

We believe that it will be a matter of possibly a month before the final warrant is mailed to Mr. Metzger. As to whether or not the surety on Mr. Metzger's bond is taking any action toward the settlement of claims against this project we are unin formed. The sur ty in this particular instance is the United States Fidelity & Guaranty Company for whom C. O. Price is the local manager. His office is 1208 Porter Building, Portland, Oregon. As far as we have knowledge at the present time there is due Mr. Metzger on this work a sum approximating $7,500 which sum includes retained percentage held by this department pending completion of the project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

DEXTER RICE A. N. ORCUTT
RICE & ORCUTT
LAWYERS
FIRST STATE AND SAVINGS BANK BLDG.
ROSEBURG, OREGON

#767

RECEIVED
NOV 24 1925
OREGON
STATE HIGHWAY COMMISSION

November 23, 1925.

State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have a client, Stearns & Chenoweth of Oakland, Oregon, who has supplied Mr. L. W. Metzger with material in the construction of the bridge and overhead crossing at Oakland. There is a balance due Stearns & Chenoweth from Metzger on account of said material amounting to $5,497.71.

We understand the bridge is now completed and assume Metzger's final estimate has been sent in. Will you please advise us when this final estimate is to be paid and whether or not the surety on Mr. Metzger's bond has taken any action in the matter for the protection and payment of the material men?

Thanking you in advance for full information in the matter, we are

Very truly yours,

Rice & Orcutt

DR:LC

H. B. G.

November 24th, 1925.

United States Fidelity & Guaranty Co.,
C. O. Price, Agent,
1208 Porter Bldg.,
Portland, Oregon.

Dear Sir:

This letter is to advise you that we have today received from Rice and Croutt, lawyers of Roseburg, notice of the claim of Stearns & Chenowith of Oakland, Oregon, against L. W. Metzger, which claim is in amount of $5,497.71, and is for materials sold to Mr. Metzger in connection with his contract for the construction of the Oakland Bridge and Overcrossing. This notice is given you as you appear as surety on the bond furnished by Mr. Metzger in this instance.

Very truly yours,

ROY A. KLEIN.
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

9974

October 15, 1928.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

This letter is to advise you that we have today received from Stearns & Chenoweth of Oakland, Oregon, copy of their claim against yourself for material furnished you in connection with the construction of the Oakland Overcrossing. They claim a balance due them of $8,875.56.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#767-1002

974

October 13, 1925.

Stearns & Chenoweth,
Oakland, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 12th inst. enclosing a copy of your claim against L. W. Metzger for materials furnished him in connection with his contract for the construction of the Oakland overcrossing.

In reply will say that we cannot hold out any monies due Mr. Metzger to take care of your claim but we would suggest that you file your claim with the surety on the bond furnished by him in this instanceín which the bond was furnished for the purpose of protecting labor and materials claims incurred in connection with the project. The surety on this bond is the United States Fidelity & Guaranty Company for whom C. O. Price is the local manager. His address is 1208 Porter Building, Portland, Oregon.

In the event that you do not secure satisfaction from the contractor or his surety then you still have recourse to action in the courts as provided by section 2991 of the Oregon laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaleyer,
Chief Clerk.

HBG:LM

THE *WINCHESTER* STORE

A. F. STEARNS — C. L. CHENOWETH

# STEARNS & CHENOWETH

OAKLAND, OREGON

## HARDWARE, STOVES AND TINWARE

BUILDING MATERIALS, IMPLEMENTS
AUTOMOBILE ACCESSORIES
AND SPORTING GOODS

OAKLAND, - - OREGON

WHOLESALE AND RETAIL

PAGE AND AMERICAN FENCE

RECEIVED
OCT 13 1925
STATE OF OREGON
HIGHWAY COMMISSION

October 12-1925.

State Highway Comm.

Salem Oregon.

Gentlemen;

We enclose to you our bill against L. W. Metzger, contractor overhead crossing at Oakland, Oregon, for material used in the construction of the overhead bridge. Mr. Metzger promises to pay but does not do it. We wish you to hold out of his pay or tell us what procedure ## necessary to collect from him.

Yours truly,

Stearns & Chenoweth

J. E. Stearns

#967

U. S. 74 5 6

C. O. Paid

# STEARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWETH

AGENTS FOR THE HOME INSURANCE COMPANY OF NEW YORK

OAKLAND, OREGON 8-16 192

SOLD TO J W Metzger

TERMS

Overhead Crossing

PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| 1923 | | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|
| June 2 | To Balance as per Statement rendered | 272401 | | |
| 2 | Cr By Invoice 6/2 | | 1140 | |
| 2 | By Check | | 22210 | 20905 |
| | To ½ gal Oil | 40 | | |
| | 9# Iron 1¢ 14 sq ft Hardware Cloth 1.10 | 160 | | |
| | 4 sq ft Galv screen 20 Galv pail 30 | 50 | | |
| | 2 Bolts 5/8 x 3 10 5 gal Gas 1.20 | 130 | | |
| 3 | 3 Rolls Roofing 3.50 2 Rolls tar paper 4.00 | 750 | | |
| | 2 Bolts 3/8 x 1½ | 05 | | |
| 5 | Freight on Sacks Returned | 1881 | | |
| | 10 gal Gas 2.40 13# Rope 3.25 | 565 | | |
| | 10 gal Gas 2.40 1 gal Sunoline 65 | 305 | | |
| | 1 Keg 60d Nails 5.00 5 gal Gas 1.20 | 620 | | |
| 6 | 10 gal gas 2.40 4 fuse plugs .40 | 280 | | |
| 8 | 10 gal gas 2.40 Alligator fuse wire .40 | 280 | | |
| 9 | 10 gal gas 2.40 1 gal oil .75 1-3/4 Nipple .20 | 335 | | |
| | 12 3½ Elbows .10 2 1-3/4 - 3" - 3/4 Nipples .35 | 45 | | |
| | 1 100 # 40d Nails 5.00 1 gal oil .75 10 gal gas 2.40 | 815 | | |
| | 10 gal Gas 2.40 6/0 14# 12d Nails 1.00 | 340 | | |
| 10 | 10 gal gas 2.40 60 ft - 5/8" Rope 2.40 | 480 | | |
| 11 | 5 gal gas 1.20 10 gal gas 2.40 | 360 | | |
| 12 | 1 qt Valvoline .35 5 gal Gas 1.20 | 155 | | |
| 13 | 16½ ft - 4" Belt 4.28 2 alligator splices 1.00 | 578 | | |
| | Grease Cup .15 ½" Cut Nuts .10 1 gal oil .75 | 100 | | |
| | 10 gal Gas 2.40 60 ft - 5/8 Rope 2.40 | 480 | | |
| | 10 gal Gas 2.40 4# iron .25 1 Adz handle .65 | 315 | | |
| | | | | 218120 |

09-74

# EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWETH

AGENTS FOR THE HOME INSURANCE COMPANY OF NEW YORK

OCT 13 1925

OAKLAND, OREGON 8-16 1925

J W Metzger

Overhead Crossing

| | DEBIT | CREDIT | BALANCE |
|---|---|---|---|
| Balance as per Statment rendered | 272401 | | |
| By Inv. 6/- | | 1140 | |
| By Check | | 42210 | 209051 |
| ½ gal Oil | 40 | | |
| 9# Iron @ 14 sq ft Hardware Cloth | 160 | | |
| 48 sq ft Galv screen @ Galv pail | 50 | | |
| 2 Bolts 5/8 x 3 @ 5 gal Gas | 130 | | |
| 3 Polin Roofing @ 2 Rolls tar paper | 750 | | |
| 2 Bolts 3/8 x 1½ | 05 | | |
| Freight on Sacks Returned | 1881 | | |
| 10 gal Gas @ 13# Rope | 565 | | |
| 2 gal Gas @ 1 gal Zerolene | 305 | | |
| Keg 60d Nails @ 5 gal Gas | 620 | | |
| 2 gal gas @ ½ pint glue | 280 | | |
| 2 gal gas @ Allegram finish wire | 280 | | |
| 2 gal gas @ 1 gal oil @ 1-3/4 Pipe | 335 | | |
| 3½ Elbow @ 2 ft - 3" - 3/4 pipe | 45 | | |
| ½ Keg 40d Nails @ 1 gal oil @ 10 gal gas | 815 | | |
| 2 gal Gas @ 6/10 x 14# - 12d Nails | 340 | | |
| 2 gal gas @ 60 ft - 5/8" Rope | 480 | | |
| 1 gal Gas @ 10 gal gas | 360 | | |
| ½ Valvoline @ 5 gal Gas | 150 | | |
| 2½ ft - 4" Belt 4# @ 2 alligator Splice | 578 | | |
| Grease Cups @ ½" Nipples @ 1 gal oil | 100 | | |
| 2 gal Gas @ 60 ft - 5/8 Rope | 480 | | |
| 2 gal Gas @ 4# iron @ Log hook | 315 | | |
| | | | 218120 |

# STEARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHEN

AGENTS FOR THE HOME INSU
COMPANY OF NEW YORK

OAKLAND, OREGON, 8- 11 19

SOLD TO J W Metzger

TERMS C C Overhead

99891 PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| | | DEBIT | CREDIT | BALA |
|---|---|---|---|---|
| June 13 | To Balance fwd | 2 18 20 | | |
| 15. | Ball Asbestos packing | 40 | | |
| | Nuts & Washers 05 6/.5-1 doz 10" Hack saw blades 75 | 80 | | |
| 15. | 10 gal gas 2 40. Grease Cup 25 | 265 | | |
| 16. | 5 gal gas 1 20 | 1 20 | | |
| 17. | Axe 2 25 100 ft 9 wire 5 50 | 775 | | |
| 18. | Rubber packing 1 15. 1/2" Graphite 40 | 155 | | |
| " | 10 gal gas 2 40. -3 gal Zero 2 25 | 465 | | |
| 19. | 5 gal gas 1 20. 1/2 gls oil 60 | 170 | | |
| 20. | 2 Hose Couplings 40. 2 hose Couplings 30 | 70 | | |
| | 4 hose clamps 20 funnel 25 | 45 | | |
| 20. | 5 80 Shoe Cement 145 Bbls @ 362 | 52490 | | |
| 23. | 30 ft 3/4" Rope 75. 12 ft 5/8" Rope 300 | 1050 | | |
| " | Double Block 2 25. Postage 17 | 242 | | |
| " | 1 Spool 30 Amp. fuse wire 1 00. 1 spool 40 amp 100 | 200 | | |
| 20 | 100 ft 9 wire 3/4 Galv rope | 850 | | |
| 25. | Axe handle 45. Sledge handle 60 | 105 | | |
| 24. | 1 1/2" Octagon Drill Steel | 230 | | |
| " | 4 1/2 lbs Nails 28. 12 Machine bolts 7/16 x 4 50 | 78 | | |
| 25. | 2 O files 70. 10 - 1/2 x 5 Lag bolts 65 | 135 | | |
| " | Cup grease 1 00. 10 gal Gas 2 40 | 340 | | |
| 26. | 5 gal gas 1 20. 1 qt oil 35. 4/26. 22 ft 5/8 x 6 iron 2 50 | 405 | | |
| " | 5 gal gas 1 20. 3 1/2 lbs 7/8 wire 60. 6" Rope 1 50 | 330 | | |
| | 4" Rope 1 00. 1 Keg 50d Nails 5 00 | 600 | | |
| 27. | Bucket | 25 | | |
| | 5 gal Gas 1 20. Hasp 25 Lock 50 hinges 20 | 215 | | |
| July 8 | By Check | | 600 | 2176 |

09-77

# EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWETH

AGENTS FOR THE HOME INSURANCE COMPANY OF NEW YORK

OAKLAND, OREGON, 8-11 1925

TO W Metzger

Orchard

PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| | | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|
| 13 | To Balance | 2 18120 | | |
| 15 | Ball Asbestos packing | 40 | | |
| | Tube x Washers 05 6 1.5 - 1 doz 10" Hack saw blades 75 | 80 | | |
| 15 | 10 gal gas 2 40. Grease Cup 25 | 265 | | |
| 16 | 5 gal gas 1 20 | 120 | | |
| 17 | Axe 2 25 100 ft 9 wire 50 | 775 | | |
| 18 | Rubber packing 1 00. 1/2" Graphite 40 | 155 | | |
| | 10 gal gas 2 40. - 3 gal 3 in 2 25 | 465 | | |
| 19 | 5 gal gas 1 20. 1/2 gls oil 50 | 170 | | |
| 20 | 2 Hose Couplings 40. 2 hose Couplings 30 | 70 | | |
| | 4 hose clamps 20 funnel 25 | 45 | | |
| 20 | 5 80 lbs Cement 145 Bbls @ 3 62 | 52490 | | |
| 23 | 30 ft 3/4" Rope 1 50. 12 ft 5/8" Rope 300 | 1050 | | |
| | Double Block 2 25. Postage 17 | 242 | | |
| | 1 Spool 30 Amp. fuse wire 1 00. 1 spool 40 amp 100 | 200 | | |
| 24 | 100 ft 4 in 3/4 Gals paint | 850 | | |
| 25 | Axe handle 45. Sledge handle 60 | 105 | | |
| 24 | 1 1/2" Octagon Drill Steel | 230 | | |
| | 1 1/4" Nails 28. 12 Machine bolts 7/16 x 2 50 | 78 | | |
| 25 | 2 - 0 files 70. 10 - 1/2 x 5 Lag bolts 65 | 135 | | |
| | Cup grease 1 00. 10 gal Gas 2 40 | 340 | | |
| 26 | 5 gal gas 1 20. 1 gal oil 35. 4/26 - 22" 5/8 x 6 rods 2 50 | 405 | | |
| | 5 gal gas 1 20. 3 1/2 lbs W 3.00 60. 6" Rope 1 50 | 330 | | |
| | 4" Rope 1 00. 1 Keg 500 7/nails 500 | 600 | | |
| 27 | Bucket | 25 | | |
| | 5 gal Gas 1 20. Hasp 25 Lock 50 hinge 20 | 215 | | |
| 8 | By Check | | 600 | 217600 |

EARNS & CHENOWETH

09-74

# STEARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWE

AGENTS FOR THE HOME INSU
COMPANY OF NEW YORK

OAKLAND, OREGON. 8-11 19

SOLD TO L O Metzger

Orchard Acct

TERMS

(5281) PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| | | DEBIT | CREDIT | BAL. |
|---|---|---|---|---|
| July 7 | To Balance fwd | 2 17 60 | | |
| 7 | To 1 gal Gas 75. 7/8. 10 gal Gas 240 | 315 | | |
| 8. | 5 gal Zerolene 375. 1-1¼x1-Reducer 30 | 405 | | |
| 9. | 1 1x¾-Bushing 10 1-¾ Nipple 10 | 20 | | |
| | 2 lbs 10d Blue Nails 15. Pet Cocks 25 | 40 | | |
| 9. | 4 bolts ⅝x2½ 10. Belt Splice 50 | 60 | | |
| 11. | 4 ft Belt 60. 1 qt Kerosene 12. 7/11-oil can 30 | 100 | | |
| 13. | 10 gal gas 240. 20 gal Gas 480 | 720 | | |
| | 2 lbs Washers 40. ½ bolts 3/16x4 05 | 45 | | |
| 14. | Sledge handle 50. 7/15. 5 gal gas 120 | 170 | | |
| 15. | 12 ft Belt 540. Belt Splice 50 | 590 | | |
| 16. | 11 lbs Bandiron 110. 7/18-Lantern 90 | 200 | | |
| | 1 lb. Pipe seal 50. 1-1½x16 Nipple 20 | 70 | | |
| 18. | Water bag 175. 7/20. 5 gal Kerosene 115 | 290 | | |
| | ~~10 gal gas~~. Can paint 350. Paint brush 10 | 45 | | |
| | 10 gal gas 240. 180 lbs Coal 360 | 600 | | |
| 23. | Sledge 140. Sledge handle 60 | 200 | | |
| | Rod washers 25. 1½" Mild Steel 115 | 140 | | |
| | 2½"x¾ Pipe 50. 1 Shovel handle 300 | 350 | | |
| | 6-⅝x2 bolts 30 24 Lock washers 20 | 60 | | |
| 24 | 2 Red Lanterns and Red Globes. | 250 | | |
| | 1-Red Globe 40 2 handles 110 | 170 | | |
| 31 | 10 lbs 3d blue nails 85. 2-½" Nipples 20 | 105 | | |
| | 2-½" Couplings 30. 1-½ St Elbow 15 | 45 | | |
| | 1. ¾ Nipple 10 1-¾. Close nipple 05 | 15 | | |
| | 2-¾" Elbows 30. 2-¾ Ts 40 1-Bl Union 35 | 105 | | |
| | 2-Hose Clamps 10. 1-¾ Cobb 100 | 110 | | 221 |

EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENO

AGENTS FOR THE HOME
COMPANY OF NEW Y

OAKLAND, OREGON. 8-11

SOLD TO I W Metzger

TERMS

Overhead Acct

88881 PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| | | | DEBIT | CREDIT |
|---|---|---|---|---|
| July 1 | | To Balance fwd | 2 17 60 | |
| 7 | 1 | To 1 gal Gro 70. 7/8. 10 gal Gas 2 40 | | 3 15 |
| | 5. | 5 gal Zerolene 3 75. 1-1¼ x 1. Reducer 30 | | 4 05 |
| | 1. | 1 x ¾ Bushing 10. 1-¾ Nipple 10 | | 20 |
| | | 2 Pkgs Nails 10. Set Socks 25 | | 40 |
| | 9. | 4 bolts 3/8 x 2¾ 10. Belt Splice 50 | | 60 |
| | ... | 4/4 Belt 60. 1 gt Kerosene 10. 7/11. oil can 30 | | 100 |
| | 13. | 10 gal gas 2 40. 20 gal Gas 4 80 | | 7 20 |
| | | 2 Washers 40. 2 bolts 3/16 x 4 05 | | 45 |
| | 14. | Sledge handle 50. 7/15. 5 gal gas 1 20 | | 170 |
| | 15. | 12 4/4 Belt 5 40. Belt Splice 50 | | 5 90 |
| | 16. | 11 Andirons 1 10. 7/18 Lantern 90 | | 200 |
| | | 1 Pipe seal 50. 1-1½ x 16 Nipple 20 | | 70 |
| | 18. | Water bag 1 75. 7/20. 5 gal Kerosene 1 15 | | 290 |
| | | ~~10 gal gas~~. Can paint 35. Paint brush 10 | | 45 |
| | | 10 gal gas 2 40. 180 Coal 3 60 | | 600 |
| | 23. | Sledge 1 40. Sledge handle 60 | | 200 |
| | | Cold chisel 25. 1½ " Mild steel 1 15 | | 140 |
| | | 2½ x ¾ Pulley 50. 4 Shovel handles 3 00 | | 350 |
| | | 6 - 5/8 x 2 bolts 30. 24 Lock washers 20 | | 60 |
| | 24 | 2 Red Lanterns and Red Globes. | | 250 |
| | | 1 - Red Globe 40. 2 handles 1 10 | | 170 |
| | 31 | 10 lbs 3d blue nails 85. 2 - ½ Nipples 20 | | 105 |
| | | 2 - ½ Couplings 30. 1 - ½ St Elbow 15 | | 45 |
| | | 1. ¾ Nipple 10. 1 - ¾. Close nipple 05 | | 15 |
| | | 2 - ¾ Elbows 30. 2. ¾ Ts 40. 1 - ¾ Union 35 | | 105 |
| | | 2 Hose Clamps 10. 1 - ¾ Cock 1 00 | | 110 |

EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWETH

AGENTS FOR THE HOME INSURANCE COMPANY OF NEW YORK

OAKLAND, OREGON 8-11 1925

10 Metzger

Overhead Acct

PRINTING CO., PORTLAND, OREGON

| | DEBIT | CREDIT | BALANCE |
|---|---|---|---|
| Balance fwd | 2 17 60 0 | | |
| gal Zero 70. 7/8-10 gal Gas 240 | 315 | | |
| gal Zerolene 375. 1-1¼ x 1 Reducer 90 | 405 | | |
| 1 x ¾ Bushing 120 1-¾ Nipple 10 | 20 | | |
| Blue Nails 150 Set screw 25 | 40 | | |
| bolts ⅜ x 2½ 10 Belt Lacing 50 | 60 | | |
| Belt 60. 1 gal Separator 7/11. oil can 90 | 100 | | |
| gal gas 240 20 gal Gas 480 | 720 | | |
| Washers 40 6 bolts 3/16 x 4 05 | 45 | | |
| dge handles 90. 7/15. 5 gal gas 120 | 170 | | |
| Belt 540. Belt Lacing 50 | 590 | | |
| Bands iron 110. 7/18 Lantern 90 | 200 | | |
| Pipe seal 50. 1-1½ x 16 Nipple 20 | 70 | | |
| ater bag 175. 7/20. 5 gal Kerosene 115 | 290 | | |
| ~~gal gas~~ Can paint 350. Paint brush 10 | 45 | | |
| gal gas 240. 180 Coal 360 | 600 | | |
| dge 170. Sledge handle 60 | 200 | | |
| washers 25. 1½ " Mild Steel 115 | 140 | | |
| ¾ Pipe 50. 4 Shovel handles 300 | 350 | | |
| ⅝ x 2 bolts 30 24 Lock washers 20 | 60 | | |
| Red Lanterns and Red Globes. | 250 | | |
| Red Globe 40 2 handles 110 | 170 | | |
| 3d blue nails 85. 2-½" Nipples 20 | 105 | | |
| ½" Couplings 30. 1-½ St Elbow 15 | 45 | | |
| ½ Nipple 10 1-3½". Close nipple 05 | 15 | | |
| ½" Elbows 30. 2-3½ Ts 40 1-3½ Unions 35 | 105 | | |
| Coal Clamps 10. 1. 3½ Cable 100 | 110 | | |
| | | | 221820 |

# EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWE

AGENTS FOR THE HOME INS
COMPANY OF NEW YORK

OAKLAND, OREGON, 192

SOLD TO L W Metzger

Overhead Acct

TERMS

05891 PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| | | | DEBIT | CREDIT | BALA |
|---|---|---|---|---|---|
| July | 31 | To Balance Fwd | 2 22820 | | |
| " | 31 | . 1-3/4 Coupling 15. 3-3/4 Plugs 15 | 30 | | |
| | | . 1-3/4 Bushing 10 - 7ft. 3/4 pipe 70 | 80 | | |
| | | Bolts | 10 | | |
| | | . Check Returned - no funds | 60000 | | 282 |
| Jun | 30 | Cr By invoices for Nails | | 21996 | |
| | 27 | . - 3086 Empty Sacks (35 worthless) | | 34880 | 230 |
| Aug | 1 | To 2 Joints Galv pipe | 100 | | |
| | | . 5 gal gas 1.20 . 1 qt Easton Motor oil 35 | 155 | | |
| | 3 | . Coil Spring 10 - broom 140 - 20 ft #14 wire 140 | 290 | | |
| | | 5 gal gas 1.20 - 3/4 . Roll tape 35 | 155 | | |
| | | 1 Keg 12d Nails | 500 | | |
| | 10 | . 78 lbs Cement Loan | 6059 | | |
| | | . 30 Sacks 180 - 2 Sacks 80 | 260 | | |
| | | 6 1/2 ft - 1 1/2 pipe 125 . Cut & thread 35 | 230 | | |
| | | . 1-1 1/2 Coupling | 40 | | |
| | 13 | . 2 pint plugs | 20 | | |
| | 13 | Cr 1 Sack Cement | | 90 | |
| | 14 | To 1-1" Tee 30 . 1-1x3/4 Coupling 30 . 2 3/4x1/2 Bush 20 | 80 | | |
| | | 2 - 1/2 Plug 10 - 1-1" Coupling 20 | 30 | | |
| | 15 | . 289 lbs - Cement @ 3 1/2 | 10118 | | |
| | 19 | . 3 - 3/8x2 bolts 10 - Cutting & thread 30 | 40 | | |
| | | . 1-1 1/4 Coupling 35 . 5 gal Gas 1.20 Spark plug 75 | 230 | | |
| | | Cr By 99 Sacks Cement 2 3/4 bbls @ 3 1/2 | | 8569 | |
| | 20 | . 5# Cup grease 90 - 8/32 - 2-1/4x1 1/2 bolts 10 | 100 | | |
| | | . . 2-1/4 2 bolts 10 - Pt. Sheet Mica 40 | 50 | | 334 |

09-74

# EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWETH

AGENTS FOR THE HOME INSURANCE COMPANY OF NEW YORK

OAKLAND, OREGON, _____ 192__

TO E W Metzger

Oakland Acct

PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| | | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|
| 1 | To Balance Fwd | 222820 | | |
| 1 | 1-3/4 Coupling 15. 3-3/4 Plugs 15 | 30 | | |
| | 1-3/4 Bushing 10. 7/4 - 3/4 pipe 10 | 80 | | |
| | Bolts | 10 | | |
| | Check Returned - no funds | 60000 | | 282940 |
| 6 | By invoices for Nails | | 21996 | |
| 7 | - 3086 Empty Sacks (35 worthless) | | 30880 | 230064 |
| | To 2 Joints Galv pipe | 100 | | |
| | 5 gal gas 1.20. 1 qt Eastern Motor oil 35 | 155 | | |
| 13 | Cut Spring 10 - broom 140. 20 - #14 wire 140 | 290 | | |
| | 5 gal Gas 1.20 - 8/4. Roll tape 35 | 155 | | |
| | 1 Keg 12d Nails | 500 | | |
| 20 | 78 lbs Cement - Loose | 6059 | | |
| | 30 Sacks 180 - 2 Sacks 80 | 260 | | |
| | 6½ ft - 1½ pipe 125. Cut & thread 35 | 230 | | |
| | 1-1½ Coupling | 40 | | |
| 23 | 2 pipe Plugs | 20 | | |
| 26 | By 1 Sack Cement | | 90 | |
| 27 | To 1-1" Tee 30. 1-1x3/4 Coupling 30 \| 2-3/4x1½ Bush 20 | 80 | | |
| | 2 - ½ Plug 10 - 1-1" Coupling 20 | 30 | | |
| 25 | 289 lbs - Cement @ 36 2 | 104618 | | |
| | 3 - 3/8x2 bolts 10 - Cutting & thread 30 | 40 | | |
| | 1-1½ Coupling 35. 5 gal Gas 1.20 Spark plug 75 | 230 | | |
| | By 99-Sacks Cement 2754 lbs @ 36 2 | | 8569 | |
| 30 | 5# Cup grease 90 - 8/22 - 2-1/2x1½ bolts 10 | 100 | | |
| | 2-1/2x2 bolts 10 - 9/24 Sheet Mica 40 | 50 | | 334362 |

# EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOW

AGENTS FOR THE HOME IN
COMPANY OF NEW YOR

OAKLAND, OREGON. 9-15 19

SOLD TO I W Metzger

Orchard Crossing.

TERMS

95881 PACIFIC STATIONERY & PRINTING CO., PORTLAND, OREGON

| | | DEBIT | CREDIT | BAL |
|---|---|---|---|---|
| Aug 2nd | To Balance Fwd | 334362 | | |
| | 60 Lacho Cement 57.00 8/25 - phone .40 | 5740 | | |
| | 25. Kg 12d Nails 5.00 - 6 Lacho Cement 5.70 | 1070 | | |
| | 1# 40 Amp fuse wire | 110 | | |
| | 2 fuse wire 2.50 - 5/27 - Iron Cement sash .78 | 993 | | |
| 28. | 700# 9 wire 6.00 2 fuse plugs .20 | 620 | | |
| | 4# Putty .40 - 2 spool wire .20 | 60 | | |
| 27. | Telegram Cement | 36 | | |
| 29. | 2 fuses .20 - 70# 9 wire 4.20 | 440 | | |
| | 2 Keg rockets | 80 | | |
| 31. | 289 bbls Cement | 104618 | | |
| Sept 1. | 95 - 8d Cut Nails | 160 | | |
| 4 | Cr By 15 Bbls Cement | | 1425 | |
| 3 | To 10# 10d Nails .72 9/5. 14# 6d nails .100 | 170 | | |
| 2. | Sheets Galv iron 3x96 | 180 | | |
| 8. | Galv pail .40 - 5ft Screen .45 | 85 | | |
| | 1-3/4 Union .35 - 1-3/4 Nipple .10 | 45 | | |
| | 1-1" Coupling .20 - 2-3/4 R. bushing .20 | 40 | | |
| 9. | 17# Galv iron .90 - 7/10. 1-Kg 12d nails 5.20 | 690 | | |
| 10. | 24# 14 wire .90 - 9/14. Sledge handles 2.50 | 440 | | |
| 14. | 14# wire .95 - 9/15 - 166 bbls Cement 362 60.80 | 60298 | | |
| 15. | 200 bbls Cement - 3.62 | 72400 | | 58. |
| Sept 15. | Int on Bal June 2 - 2070.50 @ 9/15 - 8 | 5169 | | |
| | " " " July 8 600 - @ 9/15 - 8 | 1192 | | 58. |

# EARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL DEALERS IN

**HARDWARE, STOVES AND TINWARE**

C. L. CHENOWETH

AGENTS FOR THE HOME INSURANCE COMPANY OF NEW YORK

OAKLAND, OREGON. 9-15 1925

I W Metzger

Orchard Grassing.

STATIONERY & PRINTING CO., PORTLAND, OREGON

| | DEBIT | CREDIT | BALANCE |
|---|---|---|---|
| To Balance Fwd | 334362 | | |
| 60 Sacks Cement 57½ 8/25 - phone 40 | 5740 | | |
| Kg 12d Nails 5½ - 6 Sacks Cement 57½ | 1070 | | |
| 1# 40 Amp fuse wire | 110 | | |
| 2 fuse wire 2½ 5/27 - 50 ton Cement sacks 78 | 993 | | |
| 100# 9 wire 6½ 2 fuse plugs 20 | 620 | | |
| 4# Putty 40 - 2 spool wire 20 | 60 | | |
| Telegram Cement | 36 | | |
| 2 gauges 20 - 70# 9 wire 4 20 | 440 | | |
| 2 Key sockets | 80 | | |
| 289 bbls Cement | 104618 | | |
| 25# 8d Cut Nails | 160 | | |
| Cr By 15 Sks Cement | | 1425 | |
| To 10# 10d Nails 7½ 9/5. 14# 6d nails 100 | 170 | | |
| Sheets Galv iron 30x96 | 180 | | |
| Galv pail 40 - 5/4 Screen 45 | 85 | | |
| 1 3/4 Union 35 - 1 3/4 Nipple 10 | 45 | | |
| 1 - 1" Coupling 2½ - 2 3/4 bushing 20 | 40 | | |
| 17# Galv iron 12½ 7/10. 1 Kg 12d nails 520 | 690 | | |
| 24# 14 wire 12½ 9/14. Sledge handles 256 | 440 | | |
| 14# wire 9½ 9/15 - 166 4 bbls Cement 36 2 60118 | 60298 | | |
| 200 bbls Cement - 36 2 | 72400 | | 581195 |
| Int on Bal Jan 2 - 2090 50 @ 9/15 - @ 8 | 5169 | | |
| " " July 8 600 @ 9/15 - @ 8 | 1192 | | 587556 |

99-74

October 8, 1925.

Mr. R. W. Marsters,
Attorney-at-Law,
219 Perkins Building,
Roseburg, Oregon.

My dear Judge:

I have for acknowledgment your letter of October 5, 1925, relative to the claim of your client, Mr. A. S. Wallace, against L. W. Metzger on two state highway contracts in Douglas County.

In reply, would say that the two contracts referred to, I presume, are our No. 767, Oakland Overcrossing structure, Pacific Highway, Douglas County, and No. 795, paving E. A. Booth bridge approaches, Pacific Highway, Douglas County. The surety bond attached to each of these contracts to protect labor and material claims was furnished by the United States Fidelity & Guaranty Company, for whom Mr. C. O. Price, Porter Building, Portland, is the Manager.

Our practice in handling estimate payments is to make the entire amount payable to the contractor, as we are unable to split up the amount earned into various parts; consequently, for that reason, we can not honor an order from the contractor splitting up these payments. We are quite willing, however, to accept an assignment for the entire amount to a bank or other trustee who could readily divide the amount among the interested parties. I might add, however, that we require the consent of the surety company to an assignment.

I trust that the matter you have in mind may be worked out along those lines.

Very truly yours,

State Highway Engineer.

RAK:HI

C. O. Prince, Mgr., Porter Bldg., Portland
Will receive payment of $9,400.45 in a few days, and will have approximately $7,000.00 work to complete contract.

5, 1925

No. 793 - Paving R. A. Booth Bridge Approaches - Surety is same as above. Will be paid approximately $3,100.00 more. This payment will be final.

An attachment in amount $2,189.17 was served on Mrtzger to day by the Accident Commission.

---

Dear Roy:

Acting for Mr. A. S. Wallace, of this city, a client of mine, who has been doing work on the Oakland Overhead Crossing and the paving at Robert Booth Bridge at Winchester for the past four months. This client has furnished the sand and gravel for both these jobs, and as yet has not received any compensation whatsoever from the contractor, L. W. Metzger. I am therefore writing you to ascertain whether or not the Commission will honor an order on themselves signed by Mr. Metzger for the amount of my client's claim, which, on the Winchester job $4629.75, and on the Oakland Overhead Crossing, $2843.75.

Kindly let me hear from you at once in regard to this matter, as we may be compelled to file our lien within the next few days.

With kindest regards to yourself, I am.

Very truly yours,

R. W. Marsten

RWM:MH

ROSEBURG, OREGON

October 5, 1925

Mr. Roy Klein,
Secretary State Highway Commission
Salem, Oregon

Dear Roy:

Acting for Mr. A. S. Wallace, of this city, a client of mine, who has been doing work on the Oakland Overhead Crossing and the paving at Robert Booth Bridge at Winchester for the past four months. This client has furnished the sand and gravel for both these jobs, and as yet has not received any compensation whatsoever from the contractor, L. W. Metzger. I am therefore writing you to ascertain whether or not the Commission will honor an order on themselves signed by Mr. Metzger for the amount of my client's claim, which, on the Winchester job $4629.75, and on the Oakland Overhead Crossing, $2843.75.

Kindly let me hear from you at once in regard to this matter, as we may be compelled to file our lien within the next few days.

With kindest regards to yourself, I am

Very truly yours,

R. W. Marsters

RWM:NH

#767-108.A

OAKLAND, OREGON.

October 2, 1925.

R. H. EASLEY
BLACKSMITH

Mr. R. H. Easley,
Oakland, Oregon.

Dear Sir:

We have your letter of the 1st inst., advising us of your claim against L. W. Metzger for work in connection with his contract for the construction of the bridge and overcrossing at Oakland, which claim is in amount $49.29.

In reply will say that in connection with this project Mr. Metzger furnished a surety bond which was for the purpose of protecting labor and material claims and any just debts, dues and demands incurred against the project. We are not in a position to pass upon your claim but would suggest that you file the same with the surety on the bond who in this instance are the United States Fidelity & Guaranty Company, C. O. Price, Manager, 1208 Porter Building, Portland, Oregon.

In the event that you do not secure satisfaction from the surety company you still have recourse to action in the courts as provided by Section 2991, Oregon Laws, a mimeographed copy of which is attached hereto.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#767

N, Oct. 1 1925

Metzgar

Roseburg, Oregon

IN ACCOUNT WITH

# R. H. EASLEY

**BLACKSMITH**

To work on bridge at Oakland. $49.29

Mr. Ray T. Klein.
Salem, Oregon.

Dear Sir:

I have sent the above bill repeatedly to Metzgar who has as often ignored it.

Will you please fix us this matter for me?

Very truly yours,

R. H. Easley

U-418

ALLOWED
H. R. C.

October 2, 1925.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find copy of notice which we have received from Mr. R. H. Easley of Oakland, Oregon, it being his claim against yourself for work furnished in connection with the construction of the bridge at Oakland, which claim amounts to $49.29.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

77 74

October 2, 1926.

United States Fidelity & Guaranty Co.,
c/o Mr. C. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by L. W. Metzger in connection with his contract for the construction of the bridge and overcrossing at Oakland, Oregon, that we have today received from Mr. R. H. Easley of Oakland, notice of his claim in amount $49.29, for labor performed for Mr. Metzger in connection with this project, a copy of which notice is attached hereto.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#767-d280 9-74

September 23, 1936.

Mr. Sam A. Kozer,
Secretary of State,
S a l e m.

Attention Mr. H. J. Egan, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 19th inst., enclosing three copies of notice of claim of Poole & McConigle against L. W. Metzger in the sum of $6,314.83, it being for structural steel furnished Mr. Metzger in connection with his contract for the construction of the Oakland overcrossing on the Pacific Highway near Oakland, Oregon.

Complying with your request we are today forwarding copies of this notice to the contractor and surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 19,1925

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from F. C. Mc Dougal, Attorney, 501 Northwestern Bank Bldg., Portland, Ore., and filed as of September 5, 1925, a notice of claim by Poole & McGonigle for structural steel furnished in the sum of $5,314.89 against the bond taken from L. W. Metzger for the work of erecting the Oakland over-crossing at or near Oakland, Oregon.

We are enclosing a copy of this notice for your infofmation and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Sears

ASSISTANT
H. B. G.

COPY

TO THE SECRETARY OF STATE OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Poole & McGonigle, a co-partnership consisting of Otho Poole and myself, has a claim, for structural steel for the Oakland over-crossing at Oakland, Oregon on the State Highway for structural steel supplied in building the Oakland over-crossing at a cost of Five Thousand Two Hundred eighty-four and 72/100 Dollars ($5,284.72) and for two steel expansion joints at a cost of Twenty-six and 45/100 Dollars ($26.45), and B. H. rivets at a cost of Three and 72/100 Dollars ($3.72) making a total cost of Five Thousand Three Hundred fourteen and 89/100 Dollars ($5,314.89); that said material was furnished and used in the Oakland over-crossing and that the total cost of said steel as invoiced to L. W. Metzger, the contractor building said steel over-crossing is Five Thousand Three Hundred fourteen and 89/100 Dollars ($5,314.89) against the bond taken from L. W. Metzger of Roseburg, Oregon for the work of erecting and building the Oakland over-crossing at or near Oakland, Oregon.

POOLE & MCGONIGLE

BY CHARLES McGONIGLE

STATE OF OREGON )
) SS
County of Multnomah )

BE IT REMEMBERED That on the 4th day of September, 1925, before me the undersigned a notary public in and for said County and State, personally appeared the within named Charles McGonigle a member of the co-partnership of Poole & McGonigle, who is known to me to be the identical individual described in the foregoing claim and executed the foregoing claim and that the foregoing claim is a true and correct copy of the claim of the co-partnership of Poole & McGonigle, and he acknowledged to me that the said claim was a true and just claim of the co-partnership of Poole & McGonigle against L. W. Metzger of Roseburg, Oregon.

F. C. McDOUGAL
Notary Public for Oregon
My commission expires July 8, 1928.

---

Portland, Oregon July 18th, 1925.

L. W. Metzger
Roseburg, Oregon.

To POOLE & MCGONIGLE, Dr.
Engineers and Manufacturers
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of All Descriptions

Terms Net 30 Days.
No Cash Discount.

Your Requn No.
Your Order No. & phone 7/18

Telephone Tabor 9111
E. 63rd & Halsey Sts.

| | | |
|---|---|---|
| 40 | B. H. Rivets | 3/4"x 2-1/8" |
| 24 | " " | 3/4"x 3-1/4" |
| 32 | " " | 3/4"x 3-1/2" |

Notice is hereby given that the undersigned Poole & McGonigle, a co-partnership consisting of Otho Poole and myself, has a claim, for structural steel for the Oakland over-crossing at Oakland, Oregon on the State Highway for structural steel supplied in building the Oakland over-crossing at a cost of Five Thousand Two Hundred eighty-four and 72/100 Dollars ($5,284.72) and for two steel expansion joints at a cost of Twenty-six and 45/100 Dollars ($26.45), and B. H. rivets at a cost of Three and 72/100 Dollars ($3.72) making a total cost of Five Thousand Three Hundred fourteen and 89/100 Dollars ($5,314.89); that said material was furnished and used in the Oakland over-crossing and that the total cost of said steel as invoiced to L. W. Metzger, the contractor building said steel over-crossing is Five Thousand Three Hundred fourteen and 89/100 Dollars ($5,314.89) against the bond taken from L. W. Metzger of Roseburg, Oregon for the work of erecting and building the Oakland over-crossing at or near Oakland, Oregon.

POOLE & MCGONIGLE

BY CHARLES McGONIGLE

STATE OF OREGON }
County of Multnomah } ss

BE IT REMEMBERED That on the 4th day of September, 1925, before me the undersigned a notary public in and for said County and State, personally appeared the within named Charles McGonigle a member of the co-partnership of Poole & McGonigle, who is known to me to be the identical individual described in the foregoing claim and executed the foregoing claim and that the foregoing claim is a true and correct copy of the claim of the co-partnership of Poole & McGonigle, and he acknowledged to me that the said claim was a true and just claim of the co-partnership of Poole & McGonigle against L. W. Metzger of Roseburg, Oregon.

F. C. McDOUGAL
Notary Public for Oregon
My commission expires July 8, 1928.

---

Portland, Oregon July 18th, 1925.

L. W. Metzger
Roseburg, Oregon.

To POOLE & MCGONIGLE, Dr.
Engineers and Manufacturers
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of All Descriptions

Terms Net 30 Days.
No Cash Discount.

Your Requn No.
Your Order No. & phone 7/18

Telephone Tabor 9111
E. 63rd & Halsey Sts.

| | | | | | |
|---|---|---|---|---|---|
| 40 | B. H. Rivets | 3/4"x 2-1/8" | | | |
| 24 | " | " 3/4"x 3-1/4" | | | |
| 32 | " | " 3/4"x 3-1/2" | | | |
| 12 | " | " 3/4"x 3-3/4" | | | |
| 10 | " | " 5/8"x 2-1/2" | 62# | @ $6.00 C# | $3.72 |

$3.72

Portland, Oregon June 17th, 1925.

L. W. Metzger
Roseburg, Oregon.

To POOLE & McGONIGLE, Dr.
Engineers and Manufacturers
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of all Descriptions

| Terms Net 30 Days. | Your Reqn. No. | Telephone Tabor 9111 |
|---|---|---|
| No Cash Discount. | Your Order No. Contract | East 63rd & Halsey Sts. |

| | | |
|---|---|---|
| Structural steel for Oakland Overcrossing | | |
| 102616# @ $5.15 C# | $5,284.72 | $5,284.72 |

Portland, Oregon July, 7th. 1925

L. W. Metzger
Roseburg, Oregon.

To POOLE & McGONIGLE, Dr.
Engineers and Manufacturers
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of all Descriptions

| Terms Net 30 Days. | Your Reqn. No. | Telephone Tabor 9111 |
|---|---|---|
| No Cash Discount. | Your Order No. Letter 6/24 | E. 63rd & Halsey Sts. |

| | | | |
|---|---|---|---|
| 2 | Steel expansion Joints | $26.45 | |
| | | | $26.45 |

Portland, Oregon, September, 1st. 1925.

L. W. Metzger
Roseburg, Oregon.

POOLE & McGONIGLE
Engineers and Manufacturers
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of all Descriptions
East 63rd and Halsey Streets
Telephone Tabor 9111

Terms Net. No Cash Discount
Interest charged on overdue accounts.

Your cancelled check is a receipt. Please Report Payment on Stub

| | | |
|---|---|---|
| June, 17th. | Invoice | $5,284.72 |
| July, 7th. | " | 26.45 |
| 18th. | " | 3.72 |
| | | $5,314.89 |

ENDORSED:
File No. 477

RECEIVED: SECRETARY OF STATE, Sep 5 - 1925, SAM A. KOZER

STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of all Descriptions

Terms Net 30 Days. Your Reqn. No. Telephone Tabor 9111
No Cash Discount. Your Order No. Contract East 63rd & Halsey Sts.

Structural steel for Oakland Overcrossing
102616# @ $5.15 C# $5,284.72 $5,284.72

---

Portland, Oregon July, 7th. 1925

L. W. Metzger
Roseburg, Oregon.

To POOLE & McGONIGLE, Dr.
Engineers and Manufacturers
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of all Descriptions

Terms Net 30 Days. Your Reqn. No. Telephone Tabor 9111
No Cash Discount. Your Order No. Letter 6/24 E. 63rd & Halsey Sts.

2 Steel expansion joints $26.45

$26.45

---

Portland, Oregon, September, 1st. 1925.

L. W. Metzger
Roseburg, Oregon.

POOLE & McGONIGLE
Engineers and Manufacturers
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
Bolts and Rivets of all Descriptions
East 63rd and Halsey Streets
Terms Net. No Cash Discount Telephone Tabor 9111
Interest charged on overdue accounts.

Your cancelled check is a receipt. Please Report Payment on Stub

| | | |
|---|---|---|
| June, 17th. | Invoice | $5,284.72 |
| July, 7th. | " | 26.45 |
| 18th. | " | 3.72 |
| | | $5,314.99 |

ENDORSED:
File No. 477

RECEIVED: SECRETARY OF STATE, Sep 5 - 1925, SAM A. KOZER

FILED: Sep 5 - 1925, SAM A. KOZER, Secretary of State

974

September 23, 1925.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find copy of notice of claim of Poole & McConigle against yourself which has been filed in the office of the Secretary of State, it being for structural steel furnished you in the sum of $5,316.80 in connection with your contract for the construction of the Oakland Overcrossing.

This notice is being mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

89-74

September 25, 1925.

United States Fidelity & Guaranty Co.,
c/o Mr. G. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of claim which has been filed in the office of the Secretary of State, being the claim of Poole & McConigle against L. W. Metzger for structural steel furnished him in the sum of $5,314.89 in connection with his contract for the construction of the Oakland Overcrossing on the Pacific Highway near Oakland, Oregon.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Metzger in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

September 8, 1925.

Mr. L. W. Metzger,
Roseburg, Oregon.

PR 74

Dear Sir:

This letter is to advise you that we have today received from the Secretary of State copy of the notice of the claim of Poole & McConigle against yourself in the sum of $5,316.89, it being for structural steel expansion joints and rivets furnished you in connection with this project.

Very truly yours,

ROY A. KLEIH,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 22, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid #74, Oakland Overcrossing and approaches. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. H. Davis
Acting

Oregon Federal Aid Project No. 74.

MODIFICATION OF PROJECT AGREEMENT.

WHEREAS, by that certain project agreement signed on April 24, 1925, by the State Highway Commission of Oregon, and on May 20, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 74; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said project to provide for the inclusion of approaches to the bridge heretofore provided for, thereby increasing the length of said project from 0.09 of a mile to 0.504 of a mile; and by reason thereof has requested that the estimate of cost approved for said project be increased from $50,861.25 to $69,905.00, and that the Federal funds approved and set aside to the credit of said project be increased from $30,514.75 to $41,073.32:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of forty-one thousand, seventy-three and 32/100 dollars ($41,073.32) as the share of the United States payable under said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following bridge and approaches as described in detail in said surveys, plans, and specifications:

Bridge over Southern Pacific Railroad and Calapooya Creek, and approaches, at the west city limits of Oakland, between survey stations 1670 in S. W. ¼ of S.W. ¼ of Sec. 4, and 1696+50 in S.W.¼ of S.E. ¼ of Sec. 4, T. 25 S., R. 5 W., W.M., terminal points, a distance of 0.504 of a mile, known locally as the Oakland Overcrossing on the Pacific Highway, Douglas County."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of said project shall not in any event exceed (a) the said sum of forty-one thousand, seventy-three and 32/100 dollars ($41,073.32), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of sixty-nine thousand, nine hundred five and 00/100 dollars ($69,905.00), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

The second paragraph of Article V shall read:

"In no event shall payment or payments made by the United States be in excess of $18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 6th day of July, 1925, and the Secretary

of Agriculture on the 11th day of August,
1925.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By W H Blair Myers
Member, State Highway Commission

By W H Malone
Member, State Highway Commission

C W Marvin
Acting Secretary of Agriculture

GMB

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge over Southern Pacific Railroad and Calapooya Creek, and approaches, at the west city limits of Oakland, between survey stations 1670 in S.W. ¼ of S.W.¼ of Sec. 4, and 1696+80 in S.W.¼ of S.E.¼ of Sec. 4, T. 28 S., R. 5 W., W.M., locally known as the Oakland Overcrossing on the Pacific Highway, Douglas County, and designated in the records of this Department as Project No. 14, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 69,906.00 in lieu of the $30,516.75 approved by Certificate of May 25, 1925, as the total estimated cost of said project, and the sum of $ 41,275.32/ as the share of the United States, payable under said acts on account of such project, which does not exceed 42.25 per cent of said total estimated cost.

Done at the city of Washington, this 4th day of August one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4529

AWB

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING.
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

August 12, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith one copy of the revised estimate upon which is based the amended project agreement covering Oregon Federal aid project #74, Oakland Overcrossing on the Pacific Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

G P O

Oregon State Highway Department — Project No. 74

## OAKLAND OVERCROSSING SECTION OF THE PACIFIC HIGHWAY

## IN DOUGLAS COUNTY

(Estimate as basis for Notified Agreement. Based on Contract Prices.)

Salem, Oregon, June 8, 1925.

**STRUCTURE:**

| | | | | |
|---|---|---|---|---|
| 870 | cu.yds | Excavation | $ 2.00 | $ 1,740.00 |
| 100 | cu.yds | Excavation below plans | 2.00 | 200.00 |
| 2,300 | lin.ft. | Wood Piling | .45 | 1,035.00 |
| 640 | cu.yds | Class "A" Concrete | 24.00 | 15,360.00 |
| 220 | cu.yds | Class "B" Concrete | 21.00 | 4,620.00 |
| 280 | cu.yds | Class "D" Concrete | 18.00 | 5,040.00 |
| 175,000 | lbs | Metal Reinforcement | .0525 | 9,187.50 |
| 100,000 | lbs | Structural Steel | .0725 | 7,250.00 |
| 950 | lin.ft. | Concrete Handrail | 1.90 | 1,805.00 |

**APPROACHES:**

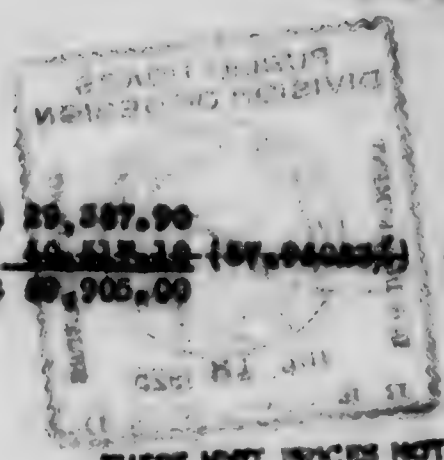
| | | | | |
|---|---|---|---|---|
| 8,600 | cu.yds | Common Excavation | .50 | 4,300.00 |
| 4,300 | cu.yds | Intermediate Excavation | .60 | 2,580.00 |
| 8,600 | cu.yds | Solid Rock Excavation | .80 | 6,880.00 |
| 38,000 | sta.yds | Overhaul | .05 | 1,900.00 |
| 30 | lin.ft. | 12" Concrete Pipe | 1.75 | 52.50 |
| 2 | cu.yds | Class "C" Concrete | 25.00 | 50.00 |
| 275 | cu.yds | Top Course Surfacing | 2.75 | 756.25 |
| 275 | cu.yds | Base Course Surfacing | 2.75 | 756.25 |
| 75 | cu.yds | Filler | .50 | 37.50 |

| | |
|---|---|
| Sub-total | $ 65,550.00 |
| 10% Engr. & Cont. | 6,555.00 |
| | $ 69,905.00 |

Length of Project 0.504 Mi.
Cost per mile $138,700.39

State Funds Available - $ 29,387.90
Federal Aid Requested - 40,515.10 (57.940%) $41,073.32
$ 69,905.00

Submitted and Recommended
For Approval.....
Date.....



THESE UNIT PRICES NOT APPROVED FOR FORCE ACCOUNT CONDITIONS.

AC #767-ACP2 2974

August 11, 1925.

Northwestern Brass Foundry,
369 Grand Avenue,
Portland, Oregon.

Gentlemen:

We have your letter of the 8th inst. advising us of your claim against L. W. Metzger for furnishing bronze expansion plates in connection with his contract for the construction of the bridge over Calapooyia Creek and the Southern Pacific tracks at Oakland, which claim amounts to $609.50.

In connection with this contract, as in all state highway contracts, the contractor is required to furnish a surety bond. Mr. Metzger furnished such a bond in connection with this contract the surety on which is the United States Fidelity & Guaranty Company. This bond is for the purpose of protecting all labor and material claims and all just debts, dues and demands incurred against the project.

We would suggest that you file your claim with the surety, addressing your communication to Mr. C. C. Price, Manager. His address is 1208 Porter Building, Portland, Oregon. In the event that you do not secure satisfaction from the surety company you still have recourse to action in the courts as provided by section 2991 Oregon laws.

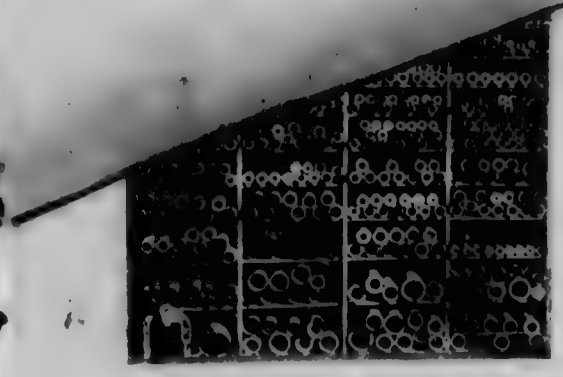
Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM



135 Sizes Bronze Bushings in Stock

QUALITY SERVICE

# Northwestern Brass Foundry

J. F. CARD — MANUFACTURERS OF — E. G. SOETH

Soeth's "Superior" Brand Heavy Duty Bronze
Soeth's "Comet" Bronze for Locomotive Bearings
Brass, Bronze and Aluminum Castings

PHONE EAST 1211 — 369 GRAND AVENUE
PORTLAND, OREGON

CABLE ADDRESS: "SOETH"
WESTERN UNION
A. B. C., 5TH EDITION
A. B. C., 5TH EDITION IMP.

SOETH'S "SUPERIOR" BRAND
HEAVY DUTY BRONZE
—The Acme of Quality

SOETH'S "COMET" BRAND
Bronze for Locomotive Bearings
—Best in the extreme test

8/18/25

Oregon State Highway Comm
Salem

Gentlemen

To L W Metzger Roseburg Ore we have furnished bronze expansion plates for the Oakland over crossing as follows

| | Our invoice | Amount |
|---|---|---|
| April 27th | 4136 | 178 50 |
| " 30th | 4143 | 231 00 |
| | | 409 50 |

We seem to be unable to get our money from Metzger and ask that you protect us before making final payment to him - If you have special forms for this please forward same also please acknowledge receipt of this communication

Very truly Yours

J F Card Pres

ATTACHED H. B. O.

09-74

August 11, 1925.

United States Fidelity & Guaranty Co.,
c/o Mr. G. O. Twiss, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of a letter we have received from the Northwestern Brass Foundry of Portland, advising us of their claim in amount $409.50 against L. W. Metzger, it being for the furnishing of bronze expansion plates to Mr. Metzger in connection with his contract for the construction of the Oakland Overcrossing.

This information is given as you appear as surety on the bond furnished by Mr. Metzger in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

PG-74

July 13, 1928.

Washburn & Hall,
Contractors,
Myrtle Creek, Oregon.

Attention Mr. S. Washburn

Gentlemen:

This will acknowledge receipt of your letter of July 9th in which you state that you expect to start construction work on your contract #207, grading and surfacing the Oakland overcrossing approaches on the Pacific Highway in Douglas County.

Our Mr. Raymond Walsh, Resident Engineer at Eugene will be the Resident Engineer on this job. Mr. Walsh advised the writer that he expected you to get on the job within a few days and has, no doubt, by this time made arrangements to get working stakes for you.

We are pleased to learn that you plan to push this work through as fast as possible.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

J. S. Sawyer,
Division Engineer.

jes/ew

cc Raymond Walsh,
Resident Engineer,
Eugene, Oregon.

pg 74

# BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
H. V. LIVELY
W. E. PEARSON

June 13, 1925

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

State Highway Commission
Salem, Oregon

Re: Contract No. 807 - Grading and Surfacing of Oakland Overcrossing Approaches on the Pacific Highway in Douglas County, Oregon, -----
Washburn & Hall, Contractors

Gentlemen:

We are today forwarding by express four copies of contract and bond covering the above contract for the above contractors.

Trusting these books will be found in order, we remain,

Yours truly,

BATES LIVELY & PEARSON

By M. L. Little

HC

0974

# WALTER A. WOODARD

## LUMBER

### COTTAGE GROVE, OREGON

Material furnished L. W. Metzger on State Highway Over-head crossing job.---Oakland, Oregon.

| | | |
|---|---|---|
| March 3, 1925-S.P.78522 | 31449' | $520.51 |
| April 4, 1925-S.P.89031 | 22328' | $328.67 |
| | | $849.18 |

WALTER A. WOODARD.

BY Roy V. Leonard
Auditor

file oakland overhead

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 9, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of intermediate Voucher No. 1 for Oregon Federal Aid Project No.74, Oakland Over-Crossing.

It will be necessary to hold this voucher pending receipt of contract and bid tabulations.

It is also noted the unit price used for metal reinforcement is in error, and will be corrected here before forwarding for payment.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. H. Dalton
Acting.

June 5, 1925.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are submitting six copies of estimate as basis for unified agreement on the Oakland Overcrossing Section, Oregon Project No. 74.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:bp-J. W. DeWitt/AJ

Encls.

Oregon State Highway Department — Project No. 74

OAKLAND OVERCROSSING SECTION OF THE PACIFIC HIGHWAY

IN DOUGLAS COUNTY

(Estimate as basis for Notified Agreement. Based on Contract Prices.)

Salem, Oregon, June 5, 1926.

| | | | | | |
|---|---|---|---|---|---|
| **ESTIMATE:** | | | | | |
| 870 | cu.yds | Excavation | $ 2.00 | $ 1,740.00 | |
| 100 | cu.yds | Excavation below plans | 2.00 | 200.00 | |
| 2,500 | lin.ft. | Wood Piling | .45 | 1,125.00 | |
| 640 | cu.yds | Class "A" Concrete | 24.00 | 15,360.00 | |
| 210 | cu.yds | Class "B" Concrete | 21.00 | 4,410.00 | |
| 280 | cu.yds | Class "D" Concrete | 18.00 | 5,040.00 | |
| 175,000 | lbs | Metal Reinforcement | .0525 | 9,187.50 | |
| 100,000 | lbs | Structural Steel | .0725 | 7,250.00 | |
| 950 | lin.ft. | Concrete Handrail | 1.90 | 1,805.00 | |
| **APPROACHES:** | | | | | |
| 8,600 | cu.yds | Common Excavation | .50 | 4,300.00 | |
| 4,200 | cu.yds | Intermediate Excavation | .60 | 2,520.00 | |
| 8,600 | cu.yds | Solid Rock Excavation | .80 | 6,880.00 | |
| 38,900 | sta.yds | Overhaul | .05 | 1,900.00 | |
| 20 | lin.ft. | 12" Concrete Pipe | 1.75 | 52.50 | |
| 2 | cu.yds | Class "C" Concrete | 25.00 | 50.00 | |
| 275 | cu.yds | Top Course Surfacing | 2.75 | 756.25 | |
| 275 | cu.yds | Base Course Surfacing | 2.75 | 756.25 | |
| 75 | cu.yds | Filler | .50 | 37.50 | |
| | | Sub-total | | $ 63,350.00 | |
| | | 10% Engr. & Cont. | | 6,350.00 | |
| | | | | $ 69,900.00 | |

Length of Project 0.504 Mi.
Cost per mile $137,700.39

State Funds Available - $ 29,397.90
Federal Aid Requested - 40,502.10 (57.94092%)
$ 69,900.00

29,397.90 / 40,502.10 / 69,900.0 = 57.94092 %

09-74

June 5, 1926.

Washburn & Kal.,
42 E. 41st St., N.
Portland, Oregon.

Gentlemen:

Attached please find four copies of contract and bond covering 0.42 miles of grading and surfacing on the Oakland Overcrossing Approaches Section of the Pacific Highway in Douglas County, our contract No. 807, awarded to you on May 28th.

Please execute all four copies of the contract and bond and return to this office for the approval of the members of the Highway Commission, after which one fully executed copy will be returned to you for your files and one to the surety on the bond.

Your attention is called to the paragraph on page 7 relating to the workmen's compensation act. You are expected to carry on your work in strict compliance with the terms of this clause.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

LM

5-23-25
r

0974

Estimate for Completing 2 Rds
Ballast and Surfacing Approaches

| | | | | |
|---|---|---|---|---|
| Clearing & Grubbing - all necessary | | | | 50.00 |
| Common Ex | 8600 cyds | @ | 40¢ | 3440.00 |
| Rock Ex | 4300 cyds | @ | 60¢ | 2580.00 |
| Loose Rock Ex | 8600 cyds | @ | $1.00 | 8600.00 |
| Overhaul | 38000 Sta yds | @ | .05 | 1900.00 |
| 12" Conc pipe | 30 ft | @ | 1.50 | 45.00 |
| Class "C" Conc | 2 cyds | @ | 30.00 | 60.00 |
| Rock surfacing | 2754 cyds | @ | 37½ | 1031.25 |
| Loose rock surfacing | 2754 cyds | @ | 37½ | 1031.25 |
| Ballast | 75 cyds | @ | 50¢ | 37.50 |
| | | | | $ 18775.00 |

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

May 27, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #74, Oakland Overcrossing on the Pacific Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Form P. R. 2

State ..... Oregon .....

Project No. ..... 74 .....

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of April, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 26thn day of June, 1922, a project statement, which was approved by the Secretary on the 5th day of September, 1922, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 9th day of February, 1925, and approved by the Secretary on the 20th day of May, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty thousand, five hundred sixteen and 75/100

dollars ($30,516.75) as the share of the United States payable under said act on account of said project, which does not exceed 61.13675 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following ~~road~~ bridge as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge over Southern Pacific Railroad and Calapooya Creek at the west city limits of Oakland, between survey stations 1687+64.62 and 1692+38.77, in N.W. ¼ of Sec. 4, T. 25 S., R. 5 W., W.M., terminal points, a distance of 0.09 miles, known locally as the Oakland Overcrossing on the Pacific Highway, Douglas County.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

**(c) The Highway Department hereby agrees that prior to or immediately upon the completion of the improvement contemplated under this agreement it will construct suitable road connections between the ends of the bridge and the existing highway.**

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of **thirty thousand, five hundred sixteen and 75/100**

dollars, certified to the Secretary of the Treasury as above mentioned, being **less than 61.13673**

per cent of **fifty thousand, eight hundred sixty-two and 25/100**

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**

(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **18,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 17, 1917.**

(Include reference to statute authorizing funds and probable amount annually available.)

**Chapter 237, Laws of 1917.**

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(b) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 10th day of May, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By W. C. Luby
Chairman, State Highway Commission
(Title of officer.)

By T. B. Vandeburg
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Mulvey
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

R. W. Dunlap
ACTING Secretary of Agriculture.

STRICKEN OUT

EXECUTE AGREEMENTS SEE PROJECT NO. 112. FOR AUTHORITY OF HIGHWAY DEPARTMENT TO

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a r[redacted] bridge over Southern Pacific Railroad and Calapooya Creek at the west city limits of Oakland, between survey stations 1687+64.62 and 1692+38.77, in N.W. ¼ of Sec. 4, T. 25 S., R. 5 W., W.M., locally known as the Oakland Overcrossing on the Pacific Highway, Douglas County, and designated in the records of this Department as Project No. 74, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 50,861.25 as the total estimated cost of said project, and the sum of $ 30,516.75 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.12675 per cent of said total estimated cost.

Done at the city of Washington, this 20th day of May one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Dunlap

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4139

89-74

May 21, 1925.

United States Fidelity & Guaranty Company,
1208 Porter Building,
Portland, Oregon.

Attention Mr. C. C. Price, Manager.

Gentlemen:

In reply to your letter of the 20th inst. regarding the status of Mr. Metzger's contract for the construction of the bridge and undercrossing at Oakland, will say that this work was started on February 19, 1925. Satisfactory progress has been made.

A small increase in the contract price has been incurred; this amounts to the small sum of $32.00 for force account work. Up to the 16th of this month there had been paid to Mr. Metzger the sum of $13,178.88. Our retained percentage on that date amounted to the sum of $2,325.57. The probable date of completion of this contract is November 30, 1925.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

CAPITAL PAID IN CASH $ 5,000,000.

# UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
BROADWAY 1755
PORTLAND, ORE.,

RECEIVED
MAY 21

May 20, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: #256105-25
L.W. Metzger.

Dear Sir:

On January 31st, 1925, we executed the above bond in the sum of $23,118.75 covering contract for concrete and steel bridge at Oakland, Oregon, in favor of the State of Oregon.

The Home Office has requested the following information regarding this contract, which we will appreciate your sending us at your early convenience:

1. Has this contract been started? Feb-19-1925
2. Has the progress made on the work by our principal been satisfactory? Yes
3. Has there been any increase in the contract price? If so, what amount? F.H. $32.05
4. What is the amount of money paid to our principal to date, and the amount of retained percentage? To May-16-1925 - $13,178.23 Retained - $2,325.57
5. What is the probable date of completion? Nov-30-1925

Your prompt attention will be greatly appreciated.

Yours very truly,

C O Price

MANAGER

COP-LG

May 21 1925

FH 74.

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis and four copies of special provisions and typical surfacing section on the Oakland Overcrossing Approaches, Oregon Project No. 74.

Four blue print sets of plans for the project are today going forward to you under separate cover. We have sent out to the field for the cross-sections on the work and they will be forwarded to you as soon as received.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeCosta:L

Enc.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 74.

Oakland Overcrossing Approaches on the Pacific Highway in Douglas County.
(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 15, 1925

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 50.00 |
| 8,600 | Cu.yds. | Common Excavation | .40 | 3,440.00 |
| 4,200 | Cu.yds. | Intermediate Excavation | .60 | 2,520.00 |
| 8,600 | Cu.yds. | Solid Rock Excavation | 1.00 | 8,600.00 |
| 30,000 | Sta.yds. | Overhaul | .03 | 1,900.00 |
| 30 | Lin.Ft. | 12" Concrete Pipe | 1.50 | 45.00 |
| 2 | Cu.yds. | Class "B" Concrete | 30.00 | 60.00 |
| 275 | Cu.yds. | Top Course Surfacing | 3.75 | 1,031.25 |
| 75 | Cu.yds. | Filler | .50 | 37.50 |
| | | Sub-total | | 18,775.00 |
| | | 10% Engr. & Cont. | | 1,877.50 |
| | | | | $ 20,652.50 |

Length of Project 0.504 Mi.
Cost per mile $40,977.18

UNIT PRICE ANALYSIS FOR SURFACING

| | |
|---|---|
| Royalty | .05 |
| Cost at Source | 1.20 |
| Railroad Shipment from Eugene | 1.21 |
| Unload from cars and haul ½ mi. | .50 |
| Placing and Finishing | .30 |
| Sub-total | 3.26 |
| 15% profit | .49 |
| Est. bid price | 3.75 |

09-74

THE COMMERCIAL BANK

March 25, 1925.

Mr. Jess R. Laswell, President,
The Commercial Bank,
Oakland, Oregon.

Dear Sir: is very desirous of borrowing some money to

We have your letter of the 24th inst. stating that you proposed to advance funds to Mr. L. W. Metzger upon the assignment to you of monies due him in connection with his contract for the construction of the Oakland overcrossing, and requesting a copy of our blank forms for the purpose of making the assignment. have a

Complying with your request we are mailing to you herewith three copies of our assignment form. Will you kindly fill this out in triplicate and mail two copies to this office?

For your further information will say that on account of our system of keeping records and files it will be necessary for you to secure the assignment of all monies due or to become due under this contract or to secure the assignment in full of each estimate as they become due. We cannot split the monthly estimates. The consent of the surety on Mr. Metzger's bond will have to be obtained before we can honor this assignment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

CASHIER
F. BROWN

THE COMMERCIAL BANK
ESTABLISHED 1904
OAKLAND, OREGON

March 24, 1925.

State Highway Commission,

Salem, Oregon.

DearsSirs:-

Mr. L. W. Metzger, contractor of the Oakland bridge is very desirious of borrowing some money to finance this work and we propose to advance him finds an a assignment of his contract in order that payments from your department come direct to us. If you have a regular blank form for this purpose will thank you for two forms. If you have no forms please suggest just how this is done.

Yours truly,

Commercial Bank,

Jess R. Lasswell.

ANSWERED
H. B. G.

March 17, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Oakland Overcrossing, Oregon Project No. 74.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
J. H. Probert
Office Engineer

Dict. by J.W. DeYoung:L
Enc.

cc

...ON STATE HIGHWAY DEPARTMENT

PROJECT NO. 54

Oakland Overcrossing on the Pacific Highway
in Douglas County.

(Estimate as basis for project agreement.
Based on contract prices.)

Salem, Oregon, March 12, 1928

| | | | | |
|---|---|---|---|---|
| 870 | Cu.yds. | Excavation | $ 2.00 | $ 1,740.00 |
| 100 | Cu.yds. | Excavation below plans | 2.00 | 200.00 |
| 2,300 | Lin.Ft. | Wood Piling | .45 | 1,035.00 |
| 640 | Cu.yds. | Class "A" Concrete | 24.00 | 15,360.00 |
| 220 | Cu.yds. | Class "B" Concrete | 21.00 | 4,620.00 |
| 280 | Cu.yds. | Class "P" Concrete | 18.00 | 5,040.00 |
| 175,000 | Lbs. | Metal Reinforcement | 0.525 | 9,187.50 |
| 100,000 | Lbs. | Structural Steel | 0.725 | 7,250.00 |
| 980 | Lin.Ft. | Concrete Handrail | 1.30 | 1,274.00 |
| | | | Sub-total | 46,207.50 |
| | | | 10% Eng. & Cont. | 4,620.75 |
| | | | | 50,828.25 |

Length of project, Bridge only 0.090 mile

Cost per mile, Bridge Only $565,127.22

| | |
|---|---|
| State Funds Available | $ 20,344.80 |
| Federal Aid Requested | 30,516.45 (60%) |
| | $ 50,861.45 |

(Grading will be done under contract to be awarded later and is not included in this estimate.)

Project No. 74

Oregon State Highway Department
Bridge over Calapooya Creek and S. P. Tracks
at Oakland.

(Estimate with plans. Not as basis for project agreement).

Salem, Oregon, March 7, 1925.

| | | | | |
|---|---|---|---|---|
| 870 | Cu. Yds. | Excavation | 2.00 | 1,740.00 |
| 100 | Cu. Yds. | Excavation below elevation shown | 2.00 | 200.00 |
| 2280 | Lin. Ft. | Wood Piling | 0.45 | 1,026.00 |
| 640 | Cu. Yds. | Class A Concrete | 24.00 | 15,360.00 |
| 220 | Cu. Yds. | Class B Concrete | 21.00 | 4,620.00 |
| 280 | Cu. Yds. | Class D Concrete | 18.00 | 5,040.00 |
| 178000 | Lbs. | Metal Reinforcement | .0525 | 9,187.50 |
| 100000 | Lbs. | Structural Steel | .0725 | 7,250.00 |
| 950 | Lin. Ft. | Concrete Handrail | 1.90 | 1,805.00 |
| | | Subtotal - - - - - | | $46,227.50 |
| | | 10% Eng. & Cont. - | | 4,622.75 |
| | | TOTAL - - - - - | | $50,841.25 |

February 6, 1925.

Mr. L. W. Metzger,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find executed copy of state highway contract No. 767 for the construction of a bridge over Calapooya Creek and the Southern Pacific tracks near Oakland, which contract was awarded to you by the Highway Commission on January 14th of this year. This copy is for your records and files.

We are not furnishing a copy of this contract to the surety on your bond for the reason that only three of the four copies sent to you for execution were returned to us. We presume that the surety company retained the fourth copy. In the event that our assumption is not correct, kindly so advise and we will send a copy to them.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. E. Glasgyer,
Chief Clerk.

REG:LM

1 Encl.

February 6, 1925.

County Court of Douglas County,
Roseburg, Oregon.

Gentlemen:

Herewith enclosed please find a copy of highway contract No. 767 for the construction of a bridge over Calapooya Creek and the Southern Pacific tracks near Oakland, which contract was awarded to L. W. Metzger by the Highway Commission on January 14th. This copy is mailed to you for your records and files inasmuch as you are cooperating parties in connection with the payment of this structure.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleiseyer,
Chief Clerk.

HBG:LH
Encl.

COPY

January 16, 1925.

Mr. L. W. Metzger,

Roseburg, Oregon.

Dear Sir:

Relative to the bids received on the Oakland crossing, it is the Commission's intention to award you the contract for this structure, but there are some right of way matters which have not been negotiated and it was thought advisable to hold the contract pending until the rights of way have been fully secured, which I expect will be done within the next few days.

Very truly yours,

State Highway Engineer.

RAF:HI

FORM 6 22201 SM-6-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# COPY

## OREGON STATE HIGHWAY COMMISSION

SALEM January 6, 1925.

Mr. C. H. Purcell,
U.S. Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Dear Sir:-

We are inclosing 6 copies of our estimate of the cost of the proposed Oakland Overcrossing, Oregon Federal Aid Project No. 74. Under separate cover we are sending you five sets of prints of this structure which are the same as the two sets previously submitted to you, except as follows:

1 - The character of the foundation materials has been noted on the layout sheet.

2 - The footings for the first bent on the northerly side have been revised to provide suffinient piling to support the weight of the superimposed fill.

3 - Sheet No.3185 showing the design of the steel truss is now included.

We hope that the plans are now satisfactory and trust the whole matter is in shape for approval.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Bridge Engineer.

RAK:JS
Inc.

Project No. 74

Oregon State Highway Department

Bridge over Calapooya Creek and S. P. Tracks
at Oakland.

(Estimate with plans. Not as basis for project agreement.

Salem, Oregon, January 5th, 1925

| | | | |
|---|---|---|---|
| 820 cu.yds. | Excavation | 2.50 | 2050.00 |
| 100 cu.yds. | Exc. below elevation shown | 5.00 | 500.00 |
| 1800 lin.ft. | Wood piling | .70 | 1260.00 |
| 560 cu.yds. | Class A Concrete | 25.00 | 14000.00 |
| 220 cu.yds. | Class B Concrete | 23.00 | 5060.00 |
| 250 cu.yds. | Class D Concrete | 25.00 | 6250.00 |
| 155000 lbs. | Metal Reinforcement | .06 | 9300.00 |
| 200000 lbs. | Structural steel | .0375 | 8750.00 |
| 850 lin.ft. | Concrete handrail | 4.50 | 3825.00 |
| | Subtotal | | 50995.00 |
| | 10% Eng. and Cont. | | 5099.50 |
| | Total | | 56,094.50 |

November 10, 1924.

Mr. Jess R. Lasswell,
Oakland, Oregon.

Dear Sir:

In reply to your letter of November 7th in regard to right of ways, etc. at the Oakland Overcrossing and bridge site, have to advise that it will be impossible for the writer to get down to Oakland this week as I am scheduled for a trip to the coast; however, you may feel safe in assuring Mr. Chenowith that although we do intend to make a considerable fill at the end of the bridge approach on the north or west side, that it will not seriously affect the flood water area, due to the fact that the fill will be practically parallel to the present traveled road and will not go into the field but slightly and from there on the structure is to be of the concrete trestle type to the end of the river span. The cut on the south or east side will not exceed 5 feet.

I am sorry that I am not able to go over this matter with you this week but will make every effort to do so as soon as possible.

Yours truly,

J. S. Sawyer,
Division Engineer.

JSS:LM

R. GRUBBE
F. PORTON
R. O. THOMAS

# THE COMMERCIAL BANK

ESTABLISHED 1904

OAKLAND, OREGON

ANSWERED
J. S. SAWYER

Nov. 7, 1924.

Engineers Department, Highway Commission,
Salem, Oregon. Attention Mr. Sawyers.

Dear Sir:-

Our committe interveiwed the County Court yesterday and we beleive have convinced them that the Oakland crossing should be built now. The difficulty is obtaining the Right of Way here. Have been working on this right of way matter this morning and run up against the definite lines. Also on the west of the creek Mr. Chenoweth thinks that a fill is to be made to the creek or near and if this is dome it will flood his lands above the bridge site. He thinks that it should be trestle work after it leaves the present grade. We are stoped until you or some one can come here and show these owners just what will be done and how. I wish you could come yourself and bring the plans so we can show them definite. This backing up of the water by a fill is a serious matter, not only for the owner but for the bridge. Also Mr. Kruse on this side wants to know what the cut will be over the hill. Please come down with in a day or two while the iron is hot. Call me by phone and will try and have the County Court to meet you here.

Yours truly,

Jess R. Lasswell.

R.A.K

P. S. C. OR. ORDER NO. 843

BEFORE THE PUBLIC SERVICE COMMISSION OF OREGON

| | | |
|---|---|---|
| In the matter of the Application of the State of Oregon, through its State Highway Commission, for an order permitting and authorizing an overhead crossing at Oakland over the tracks of the Southern Pacific Company in Douglas County, Oregon. | ) | F-1018<br>O R D E R |

S T A T E M E N T

On the 5th day of January, 1922, the Oregon State Highway Commission filed an application with the Public Service Commission, for authority to construct an overhead crossing at the following location:

> Being in the northwest quarter of Section 4, T. 25 S. of R. 5 W. at Highway engineer's Station No. 1693 plus 438, the same being railway station 434 plus 73.6, or at the westerly city limits of the town of Oakland.

Said application is brought on the grounds that the safety and convenience of the public travelling said road demands a separation of grades. In addition to the above allegations the application of said Highway Commission petitions that the following provisions be incorporated in the order of this Commission, if same be entered as prayed for:

> (1) The conditions and terms upon which said crossing shall be constructed and maintained.
>
> (2) To appropriate to the joint and common occupancy and use of the state of Oregon, County of Douglas and the railroad approximately .10 of an acre of railroad right of way, in lieu of that which would be abandoned and vacated through the elimination of certain grade crossings occasioned by the construction of said proposed overhead crossing.
>
> (3) The necessary precautionary provision for, and the cost thereof, of safeguarding and holding the railroad property free from damage during the construction of said crossing.
>
> (4) The apportionment of the cost of said overhead structure, and all other matters heretofore specifically covered by contract between the railroad company and the Highway Commission.

On the 16th day of February, 1922, the defendant, Southern Pacific Company, filed its answer to said application with the Public Service Commission, denying the material allegations set out in said application, and alleging that the plan proposed by the Highway Commission is extravagant and unnecessary, and further alleging that the most feasible manner of crossing said railroad tracks in this vicinity would be by means of an undergrade crossing located approximately one mile south of Oakland, which is already constructed.

On February 25, 1922, the applicant filed its reply to said answer with the Commission, and the matters herein involved are now at issue.

Upon statutory notice to the parties to this proceeding, the above entitled matter came on for public hearing before the Commission at the Court House, Roseburg, Oregon, on the 23rd day of February, 1922, at the hour of 9:30 o'clock A.M. Testimony was taken and after a two day session, the hearing was adjourned to Salem, where the taking of testimony was completed.

PRESENT: Fred A. Williams, Chairman.

APPEARANCES: For Applicant, Oregon State Highway Commission:
J. M. Devers, Assistant to the Attorney General.

For Defendant, Southern Pacific Company:
Paul P. Farrens, Attorney.

For Douglas County, Oregon:
Geo. A. Neuner, Jr., District Attorney,
Geo. K. Quin, County Judge,
Edwin Weaver, County Commissioner,
R. W. Long, County Commissioner.

This matter is before the Commission on the application of the Oregon State Highway Commission for authority to construct an overhead crossing over the tracks of the Southern Pacific Company at Railroad Station No. 434 plus 73.6, near the westerly city limits of the City of Oakland, Oregon.

Jurisdiction:

The Oregon State Highway Commission is duly and legally constituted and empowered by law to construct and maintain state highways throughout the State of Oregon, and is now engaged in the construction of a permanent state highway through Douglas County, and Southern Oregon, which said highway extends from Portland to the California line, and is known as Highway No. 1, or the Pacific Highway. The route as selected for said highway intersects and crosses the railroad tracks of the Southern Pacific Company at Railroad Station 434 plus 73.6,at the westerly city limits of

On the 16th day of February, 1922, the defendant, Southern Pacific Company, filed its answer to said application with the Public Service Commission, denying the material allegations set out in said application, and alleging that the plan proposed by the Highway Commission is extravagant and unnecessary, and further alleging that the most feasible manner of crossing said railroad tracks in this vicinity would be by means of an undergrade crossing located approximately one mile south of Oakland, which is already constructed.

On February 25, 1922, the applicant filed its reply to said answer with the Commission, and the matters herein involved are now at issue.

Upon statutory notice to the parties to this proceeding, the above entitled matter came on for public hearing before the Commission at the Court House, Roseburg, Oregon, on the 23rd day of February, 1922, at the hour of 9:30 o'clock A.M. Testimony was taken and after a two day session, the hearing was adjourned to Salem, where the taking of testimony was completed.

PRESENT: Fred A. Williams, Chairman.

APPEARANCES: For Applicant, Oregon State Highway Commission:
J. M. Devers, Assistant to the Attorney General.

For Defendant, Southern Pacific Company:
Paul P. Farrens, Attorney.

For Douglas County, Oregon:
Geo. A. Neuner, Jr., District Attorney,
Geo. K. Quin, County Judge,
Edwin Weaver, County Commissioner,
R. W. Long, County Commissioner.

This matter is before the Commission on the application of the Oregon State Highway Commission for authority to construct an overhead crossing over the tracks of the Southern Pacific Company at Railroad Station No. 434 plus 73.6, near the westerly city limits of the City of Oakland, Oregon.

Jurisdiction:

The Oregon State Highway Commission is duly and legally constituted and empowered by law to construct and maintain state highways throughout the State of Oregon, and is now engaged in the construction of a permanent state highway through Douglas County, and Southern Oregon, which said highway extends from Portland to the California line, and is known as Highway No. 1, or the Pacific Highway. The route as selected for said highway intersects and crosses the railroad tracks of the Southern Pacific Company at Railroad Station 434 plus 73.6, at the westerly city limits of

Oakland, Oregon. Said Pacific Highway is the main artery of vehicular traffic between the City of Portland, and San Francisco, California.

The Southern Pacific Company is a corporation operating, under lease agreement with the Oregon and California Railroad Company, a line of railway for the transportation of freight and passengers generally between Portland, Oregon, and San Francisco, California, extending through the territory in the vicinity of the site of the proposed crossing in Douglas County, Oregon. This is a case of a highway crossing a railroad track, and the matters herein referred to are under the jurisdiction of this Commission and come within the provisions of Title XXXIV, Chapter 2, Oregon Laws.

Location:

The routes of the Pacific Highway as laid out and selected by the State Highway Commission extends from Sutherlin, Oregon, to Oakland, Oregon, in a northerly direction, paralleling the railroad track on the east side to a point at the westerly city limits of Oakland or Railroad Station 434 plus 73.6, at which point it is proposed to cross the railroad tracks with an overhead crossing, at present a grade crossing.

It is contended by the railroad company that the most feasible, economical and practical route to have selected between said points, would have been to construct the highway on the east side of said railroad track to a point approximately one mile south of Oakland, cross under the tracks by means of the present undergrade crossing already constructed by the Southern Pacific Company at a cost of $6,296., and extend said road in a northerly direction paralleling the railroad track on the west side to a point opposite the proposed site of overstructure.

Grade Crossings:

At the present time there are two grade crossings in the vicinity of the proposed overhead crossing, namely: 588 J and 589 J, at the easterly and westerly city limits of Oakland, respectively, over one of which there is heavy vehicular traffic, with the attendant hazard incident to all grade crossings. It is proposed by the Highway Commission to eliminate the grade crossing at 589 J by the construction of said overhead crossing, and divert the through traffic from grade crossing 588 J by such proposed construction.

Type of Structure Proposed:

The design of the overhead structure proposed by the Highway Commission is a combination overhead crossing of the railroad track and Calapooya Creek with proper vertical and horizontal

clearance, at Railroad Station 434 plus 73.8. The total length of the bridge structure is approximately 390 feet, consisting of nine concrete spans and one steel span across the river. The west approach consists of 512 feet of dirt fill and the east end 30 feet of dirt fill. The crossing over the railroad right of way is designed to accommodate five tracks.

The applicant presented the following estimates of the cost of the combined structure, cost of bridge only, and cost of over crossing only:

| | |
|---|---|
| Cost of combined bridge and overcrossing . . . . . | $54,000. |
| Cost of bridge only . . . . . | 29,643. |
| Cost of overcrossing only . . . . . | 24,357. |

Contract:

Heretofore it has been customary for the railroad company and the Highway Commission to enter into an agreement governing the program of constructing overhead structures over the railroad track while under construction and providing for the protection of all parties during said construction. The testimony discloses that the main objection to such arrangement was the delay sometimes occasioned by reason of the failure of all parties to expeditiously subscribe to said contract.

Appropriation of Right of Way:

The applicant petitioned the Commission to appropriate to the joint and common occupancy and use of the State of Oregon, County of Douglas and the Railroad approximately .10 of an acre of railroad right of way, in lieu of that which would be abandoned and vacated through the elimination of certain grade crossings occasioned by the construction of said overhead crossing.

The Railroad Company contended that the Commission had not authority or power to take such action, and that same was not within said Commission's jurisdiction.

Conclusion:

From a perusal of the testimony, and a consideration of the entire record herein, it might seem that there would have been some saving by constructing the highway via the undergrade crossing along the west side of the tract as far as actual construction expense is concerned, but the fact still remains that the two grade crossings, 588 J and 589 J, would still remain a never ending menace to the health and safety of the public generally and especially the citizens of Oakland, whereas by the construction of the proposed overhead crossing one crossing will be entirely eliminated and a considerable portion of the traffic diverted from the other. Therefore it would seem to this Commission that the present location of

construction of the proposed overhead crossing would greatly add to the convenience, health, and safety of the public and the application of the Highway Commission should be granted in that respect.

The testimony shows that the Southern Pacific Company installed and constructed an undergrade crossing at a cost of $6,290. at a point approximately one mile south of Oakland in good faith and upon the belief that same would be used permanently as a passage way for the Pacific Highway under the railroad tracks, and even with the highway in its present location said undergrade crossing will be used and of more or less convenience to the public, and we can see no just reason why they should not be given credit for this expenditure.

Inasmuch as the proposed structure is a combination over-crossing of the railroad tracks and the river, it is somewhat difficult to make an equitable apportionment of the cost among the parties participating and segregate that which will be directly chargeable to the overhead crossing as against the combined crossing. But an allocation must be made on which to base the amount of participation by the railroad company as it could not be reasonably expected that it should contribute to the cost of the full combined structure. The bridge, proper, is in itself a structure to be paid for by the State Highway Commission and Douglas County; and, therefore, as to that amount, the Highway Commission and the county must agree among themselves as to the participation.

The Highway Commission presented certain figures in an exhibit as to the cost of combined railroad and river overhead structure together with an over-crossing structure only and a bridge crossing only. From the figures presented the total cost of the entire combination bridge and overhead structure will be approximately $54,000., and the bridge portion over the Calapooya River, according to the estimates of the Highway Commission, would be $29,643. This would leave a difference, according to the figures presented, to be allocated to the cost of the overhead structure of $24,357., in which the Southern Pacific Company should participate. Forty per cent of this would be $9,742.80. This would be the amount of the contribution of the railroad company to the overhead structure were there no other obligations or attendant features. It appears, however, that a mile farther south on the highway the railroad company in 1914, at an expenditure of $6,296. and with the knowledge of the Highway Department, constructed a concrete overhead structure over the Pacific Highway, and then used and employed for several years thereafter, and today used by those going down the Calapooya River. The Southern Pacific Company has continued to maintain this and will continue to maintain this structure so long as there is use for it as a highway. It is no more than fair that the railroad company should receive credit for sixty per cent of the cost of this structure, or $3,777.60, leaving a net due from the railroad company to be contributed to this overhead structure of $5,965.20. While the railroad company contended that they should receive greater credit on account of the extra expense entailed by reason of establishing and paving the highway east of the railroad company, as against the course on the west, yet

the highway and the construction of the proposed overhead crossing would greatly add to the convenience, health, and safety of the public and the application of the Highway Commission should be granted in that respect.

The testimony shows that the Southern Pacific Company installed and constructed an undergrade crossing at a cost of $6,290. at a point approximately one mile south of Oakland in good faith and upon the belief that same would be used permanently as a passage way for the Pacific Highway under the railroad tracks, and even with the highway in its present location said undergrade crossing will be used and of more or less convenience to the public, and we can see no just reason why they should not be given credit for this expenditure.

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we think, after taking all things into consideration, that the equities of the case demand that the railroad company participate to this amount. In fact, according to the testimony, the east side route as against the west side route indicates an expenditure of $20,000. difference in favor of the west side route.

As regards the contract usually entered into between the railroad company and the Highway Commission, to avoid confusion and complication and to define the rights and duties of each party for protection during the period of construction, it appears that the form of contract now being used has been a workable agreement and it should be adopted and continued in force and effect as in the past. For purposes of brevity the contract will not be set out in its full terms here, for that will not serve any useful purpose, but it is referred to and by this reference made a part hereof.

The route of the old Pacific Highway crosses under the overhead structure about a mile south of Oakland and proceeds on the west side through into Oakland. It appears there would be some advantages and economy by having used this portion of the highway and constructed the Pacific Highway on the west side of the railroad track, but the Highway Commission has seen fit to locate the permanent Pacific Highway on the east side through the City of Oakland, making it necessary for the highway to cross the railroad track near the point where it now crosses at grade. This involved greater expense, and the highway is in place at this time so the situation is one that cannot be changed on account of the great expense. The railroad company contended that the highway should have been continued south instead of crossing the railroad track, and there is some merit to that contention. The railroad company constructed at some cost an overhead crossing at the point about a mile south of Oakland, and it has been used now for several years last past and will continue to be used for the traffic on the highway going down the Calapooya River. The present bridge over the Calapooya River has been in use for a good many years and has about reached the end of its usefulness, and a new bridge would have to be constructed near this point or farther down so that it is perhaps more advantageous for the highway and the County to make a combined structure.

It appears from the record and testimony herein that the figures given hereinbefore and relative percentages which the bridge and overhead would bear to the total stnucture are precise enough for the purposes herein, and at the same time the railroad company should receive full credit for its investment in the overhead structure a mile south of town.

The people of Oakland were very anxious to have the Pacific Highway go through the city, and in this it is an advantage to Douglas County and the Highway Commission but not any advantage to the railroad company. The railroad company, however, owes certain obligations and duties to the travelling public which it must assume; therefore it must pay a proper proportion of the expense of the overhead structure.

The applicant contended that the right of way necessary to be occupied by the overhead structure over the railroad right of way should be appropriated to the joint and common occupancy of the state, county and railroad in lieu of that right of way abandoned and vacated by the elimination of a grade crossing. Inasmuch as we do not find distinct provision in the law giving the Commission such authority, and as such act would probably involve the Commission in a legal controversy, which could ultimately only be determined by the Courts, we do not deem it our duty to make such appropriation.

Based on the entire record herein, the Commission makes the following

## F I N D I N G S:

1. That the matters named in the application herein save and except those herein specified to the contrary are under the jurisdiction of this Commission and come within the provisions of Chapter 2, Title XXXIV, Oregon Laws;

2. That the right and authority should be given the Oregon State Highway Commission to construct an overhead crossing over the tracks of the Southern Pacific Company and Calapooya Creek of Highway No. 1, otherwise known as the Pacific Highway at Railroad Station No. 434 plus 73.6, on the grounds of public convenience, safety and necessity, upon the following terms and conditions:

(a) That such crossing be constructed in a good and workmanlike manner in accordance with the plans and specifications on file herein as applicant's Rosecrans exhibit B and No. 2 and in order to make more definite and certain, by this reference made a part hereof, subject to such minor alterations as may be agreed upon between the railroad company and the State Highway Commission, as may be proper with the spirit and intent of this order.

(b) That the crossing structure shall be so constructed as to make allowance for five tracks and provide proper clearance, both vertical and horizontal, as required by P.S.C.Ore. Order No. 99, upon the completion of said structure.

(c) That the present crossing at grade located at approximately the site of the proposed overhead crossing, otherwise known as Crossing 589 J, upon the completion and dedication of said overhead crossing, be immediately abolished, vacated, discontinued and abandoned as a crossing for any purposes;

3. That the cost of the construction and installation of the proposed overhead crossing and the elimination of the present grade crossing hereinbefore referred to shall be borne and distributed, as follows:

Southern Pacific Company.....$5,965.20
And the balance borne by Douglas County, and the State Highway Commission on a basis of forty per cent and sixty per cent respectively;

4. That the cost of maintaining the said overhead crossing structure and approaches should be borne by the applicant, the Oregon State Highway Commission, and Douglas County, Oregon, in equal proportions;

5. That all other matters in said application prayed for, save and except those things herein specifically provided for, should be in all things denied;

6. That the parties shall, for the purpose of mutual protection and in order to define the obligations which each has to the other during the course of construction of these structures in the fulfillment of their duty to the public health and safety, enter into a contract in substantially the same form and the same provisions as heretofore done and as shown in Farren's Exhibit No. 2, in this case, which, by this reference, is made a part hereof and for the sake of brevity is not copied in this order.

## O R D E R

Based on the foregoing findings, and the entire record herein, the Commission makes its order as follows:

IT IS HEREBY ORDERED that the right and authority be and is hereby granted to the Oregon State Highway Commission to construct an overhead crossing of Highway No. 1, otherwise known as the Pacific Highway, over the tracks of the Southern Pacific Company at Railroad Station 434 plus 73.6, in Douglas County, Oregon, in the manner and place and upon the conditions hereinbefore set out in the findings, which said findings in order to make more definite and certain are by this reference made a part hereof.

IT IS FURTHER ORDERED that the cost of constructing said overhead crossing and of eliminating the present grade crossing known herein as 589 J, shall be borne as follows:

Southern Pacific Company.....$5,965.20
The balance then remaining shall be borne by Douglas County and the Oregon State Highway Commission on a basis of forty and sixty per cent respectively.

IT IS FURTHER ORDERED that upon the completion and dedication of said overhead crossing the crossing at grade located a short distance from the site of the proposed overhead crossing, otherwise known as Crossing 589 J, shall be abandoned, vacated and fenced up.

IT IS FURTHER ORDERED that the cost of maintaining said overhead structure shall be borne equally by the applicant, Oregon State Highway Commission and Douglas County, Oregon.

IT IS FURTHER ORDERED that said application of the Oregon State Highway Commission be and the same hereby is dismissed as to all other matters, facts and things, save and except as herein provided AND IT IS SO ORDERED.

Dated at Salem, Oregon, this 7th day of June, 1922.

PUBLIC SERVICE COMMISSION OF OREGON

By Fred A. Williams
Hylen H. Corey
Fred G. Buchtel

ATTEST:

Wm. P. Ellis, Commissioners.

Secretary.

State Oregon

Project No. 74
(Not to be filled in.)

Form P R 1. 1
Bureau of Public Roads
U. S. Dept. of Agr.

# PROJECT STATEMENT

## AS REQUIRED BY

# FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) June 26th, 1922

THE SECRETARY OF AGRICULTURE,
*Washington, D. C*

Sir:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 31 Laws of 1919
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)
, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance.

1. Local name of road Oakland Overcrossing on Pacific Highway
2. Located between Oakland and Yoncalla, County of Douglas
3. Points of beginning and ending Overcrossing of S.P.R.R. and Calapooya Creek
At north city limits of Oakland, form Sta 1685 to Sta. 1697.
4. Length in miles (gross) 0.23 (net) 0.23

Note.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4286

STATE Oregon

PROJECT NO. 74
(Not to be filled in.)

FORM P R 1. 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

# PROJECT STATEMENT

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At north city limits of Oakland, form Sta 1685 to Sta. 1697.
4. Length in miles (gross) 0.23 (net) 0.23

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each none

8. Tolls collected on roads or bridges on this project, if any none

9. Is project part of State's five-year program heretofore submitted? no

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Required grade separation on the Pacific Highway. Federal Aid Primary Highway.

11. Improved roads adjacent or contiguous and type of each Paved road on north city streets on south.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 50, (*b*) passenger motor vehicles 550, and (*c*) horse-drawn vehicles 20

13. Local traffic, approximate average daily number of (*a*) trucks _____, (*b*) passenger motor vehicles _____, and (*c*) horse-drawn vehicles _____

14. Description and present condition of traveled way over old bridge. Graveled road with grade crossing.

15. Proposed width of surfacing ____; feet between ditches 24'; approximate maximum gradient 5 per cent.

16. Proposed type of construction Bridge and graded approaches. Will be paved later.

17. Location, nature, and extent of deposits of local materials suitable for use on this project

No. Local materials

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

300' of Concrete Viaduct and 80' of steel structure.

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $37,255.64 and any additional amounts required. Sale of bonds authorized.

(Amount.) (Source; refer to statute.)

(b) County ____

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

(State or (and) county.)

from the following sources: ____

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 267 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act,

(Designate each by ... distinguishing ma... ...ownership)

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $37,258.64 and any additional amounts required. Sale of bonds authorized.
(Amount.) (Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State
(State or (and) county.)

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RESOLUTION

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IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 2, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A. KLEIN

Secretary.

Department respecting the State funds which are or will be available for construction.....

.....

.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

.....

.....

.....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project. State Highway Department standard forms of Contract and bond.

.....

.....

.....

25. Reconnaissance estimate of cost of project:

Made by _____ Date June 24th, 19 22

| Approximate Quantity. | Unit. | Item. | Price. | Amount. |
|---|---|---|---|---|
| | Cu. yds. | Excavation, ____% rock | | |
| | Sq. yds. | Surfacing of | | |
| 725 | Cu.Yds | Class "A" Concrete | 24 00 | 17,400 00 |
| 180 | " " | " "B" " | 22 00 | 3,960 00 |
| 12,4000 | Lbs. | Metal Reinforcement | .0575 | 7,300 00 |
| 64,000 | " | Structural Steel | .085 | 5,440 00 |
| 790 | Lin.Ft | Concrete Handrail | 4 00 | 3,560 00 |
| | | Structures of 20′ span or under | | |
| | | Structures over 20′ span | | |
| | | Other items | | |
| 790 | Cu.Yds | Excavation | 2 50 | 1,975 00 |
| 40 | " " | " | 5 00 | 200 00 |
| 2,700 | Lin.Ft | Filling | 1 00 | 2,700 00 |
| 18,000 | Cu.Yds | Approach Fill | 90 | 16,200 00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Length, 0.25 miles.

Cost, $ 256,021.73 per mile.

| | |
|---|---|
| Subtotal | 53,490 00 |
| 10% Engineering and Contingencies | 5,349 00 |
| Total | 58,839 00 |

This estimate approved by: S.A. Probst

(Title) Office Engineer

26. Amount of Federal aid desired $21,503.34

(State in lump sum or percentage, but not both.)

8—4256

27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

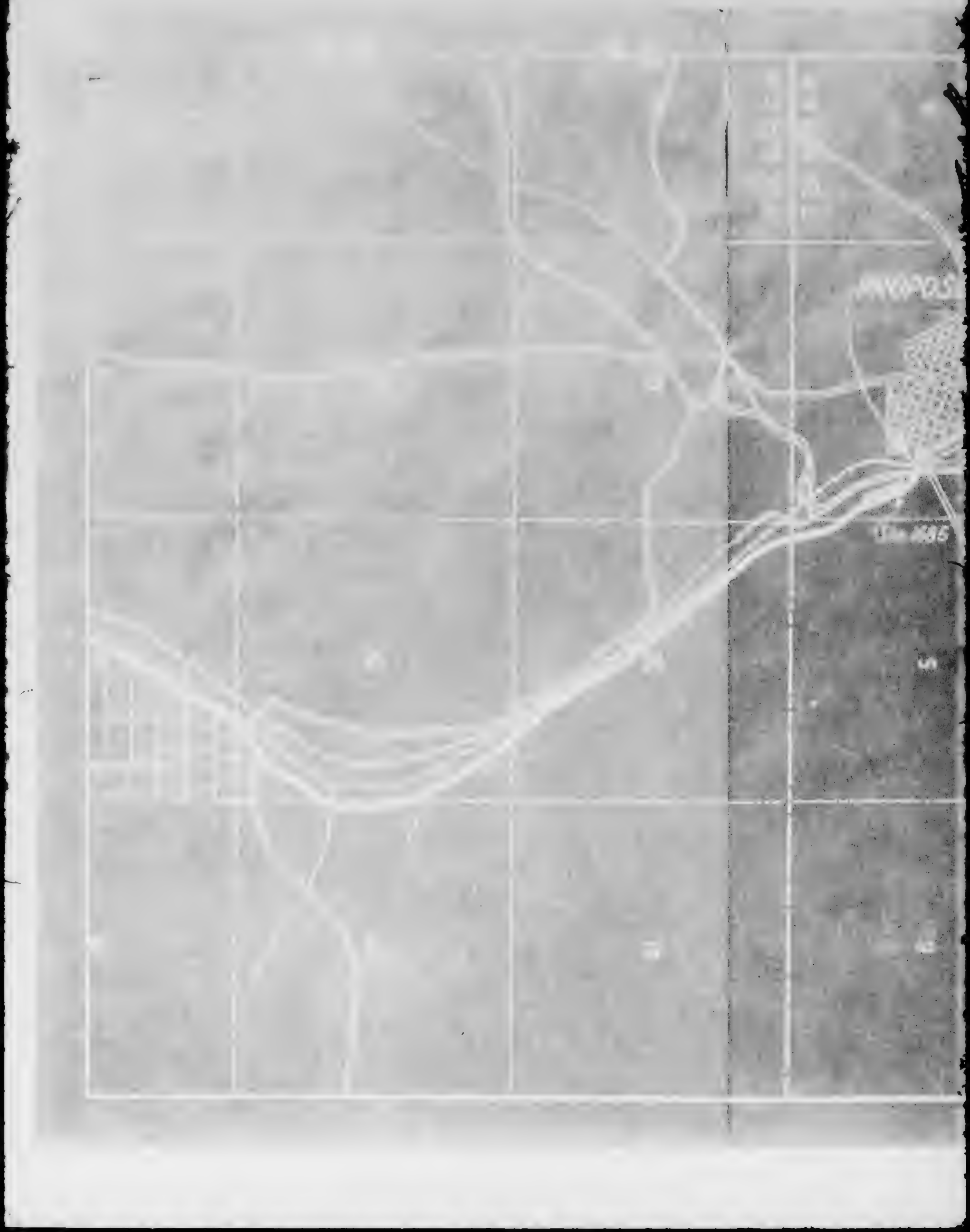
OREGON STATE HIGHWAY DEPARTMENT
(Official title of Highway Department.)

By
Chairman
(Title of officer.)

By
Commissioner
(Title of officer.)

By
Commissioner
(Title of officer.)

8—4286



STATE HIGHWAY DEPARTM

# OAKLAND OVERCROSS

## PACIFIC HIGHWAY

DOUGLAS COUNTY

Oakland
Garden
OREGON STATE HIGHWAY DEPARTMENT
OAKLAND OVERCROSSING
PACIFIC HIGHWAY
DOUGLAS COUNTY
June 1972

CONTRACT # 769,
860,

PR 115 Cannon Beach Jct.-Hamlet 1925-1928

769,860

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

September 6, 1927.

PR115

NOTED
O. E. McCULLOUGH

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On August 30, 1927, the Secretary of Agriculture approved Oregon project statement No. 115 revised, involving the improvement of 45.5 miles of the Roosevelt Coast Highway between Astoria and Mohler. This was referred to in our letter of August 30th.

The Secretary made his approval subject to the condition that any bridges to be constructed over navigable waters as a part of this improvement shall be subject to the approval of the Secretary of War and the Chief of Engineers before project agreements covering such bridge shall be executed, and subject to the further condition that further consideration will be given the railroad grade crossings within the limits of the project at the time the plans, specifications and estimate are submitted for the portion of the project which involves each such crossing and that if any crossing appears to be hazardous such crossing will be eliminated or safeguarded, as the case may require.

Yours very truly,

C. H. PURCELL,
District Engineer,

By T. M. Davis
Assoc. Highway Engineer.

Noted
Sent to Kla-o-ya and returned

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

August 30, 1927.

PR 115

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to Oregon project statement 115 revised, the following telegram has just been received from our Washington office:

"Oregon project statement one fifteen approved by Secretary thirtieth conditional letter follows".

You will be advised promptly when this additional information is received.

Yours very truly,

C. H. PURCELL,
District Engineer,

By T. McDonald
Assoc. Highway Engineer.

May 21, 1927. FH 115

Mr. O. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are returning to you four copies of the final voucher on the Cannon Beach Junction-Hamlet Junction Section, Oregon Project No. 115.

With reference to the adjustment item of $16,966.25, we are enclosing herewith a copy of the final adjustment statement.

The state forces work amounting to $2,562.75 for building up shoulders consisted of end hauling and borrowing materials to remedy settlement of fills and to provide shoulders after the surfacing had been constructed. It was originally contemplated that trimmed sand could be used for the surfacing throughout, but owing to the character of the subgrade materials it was not feasible to do this in many instances. The work which the contractor could properly have been required to do under the specifications would include only the rehandling of such materials as were taken out of the trench for the surfacing.

With reference to the item of $150.00 for alterations in the construction of the surfacing, we are enclosing herewith a final statement giving the adjustment basis.

We trust that with these explanations it will be possible to pass the voucher for payment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert

Dict by J. W. DeJouna/AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention - Mr. De Souza

Reference is made to the final voucher on Oregon Federal Aid 115, Cannon Beach - Hamlet Junction Section of the Roosevelt Coast Highway.

Under "Contingencies" on which Federal Aid is not claimed there is an item "Adjustment - account Alterations in Details of Construction - Grading,.....$16,946.35." Would you please advise as to what alterations were covered in this adjustment.

It is also noted under "Contingencies" on which Federal Aid is claimed, the item "Building up shoulders after Surfacing, St.Fr.," amounting to $2,572.76. According to our interpretation of the Special Provisions covering surfacing on this project, this item should have been constructed by the contractor under his bid for surfacing as covered under item "Trimming of Shoulders," page 4.

However, there are several items under "Contingencies" on which Federal Aid is not claimed that in our judgment are eligible for Federal Aid as Contingencies, such as:

"Building detour road and temporary bridge,"
"Channel change, Sta. 440 - (St.F.)",
"Placing rock on new grade for winter traffic (St.F.)",
"Removing slides - - - - - - (St.F.)".

Also under "E" on the voucher the maximum allowable E and C should be $20,005.00 instead of $20,050.00.

The vouchers are being returned, hereto attached.

Very truly yours,

C. H. PURCELL
District Engineer

By [signature]
Associate Highway Engineer.

Enclosures.

## SURFACING, CANNON BEACH JUNCTION-HAMLET JUNCTION SECTION

### Contract No. 860

### Reimbursement of Contractor for Extra Expense Incurred on Account of Alterations in Details of Construction

Contract No. 860, between the Oregon State Highway Commission and the Meier Investment Company, provides that in case alterations are made in the plans for the work to be performed under that contract, which alterations materially change the character of work to be performed, or the cost thereof, an allowance shall be made either for or against the contractor in such amount as the State Highway Engineer may consider to be fair and equitable.

When Contract No. 860 was entered into, it was planned and understood that the filler materials would be obtained from four certain sources. With this understanding in mind, the contractors bid thirty-five (35) cents per cubic yard for "Filler", expecting that because the number of sources to be used was to be limited to four, they would be able to excavate and load the filler materials by means of drag-line outfit and loading traps. In the actual performance of the work, however, it was found necessary and desireable to obtain some of the filler materials from sources other than those which it had been planned to use, and it was also found necessary to take some filler materials from the designated sources after the contractor had removed his drag line outfit from those sources, believing that no more materials would be needed from them. These circumstances made it impracticable for the contractor to use the drag line and trap method of excavating and loading filler materials, and forced him to excavate and load a large proportion of the materials by hand at considerably greater cost.

The amount of the extra expense incurred by the contractor by reason of the changes in plans which made this hand excavating and hand loading necessary, can not be accurately determined. A careful analysis of the contractor's costs and of all of the conditions involved, however, lead to the conclusion that an allowance to the contractor of the lump sum of $450.00 would be entirely fair and equitable to both the contractor and to the State. Accordingly, the making of an allowance of $450.00 in favor of the Meier Investment Company for the extra expense involved in the hand excavating and hand loading of filler materials is hereby authorized and ordered.

Signed _____ Roy A. Klein _____
State Highway Engineer.

Salem, Oregon,
April 11, 1927.

## SURFACING, CANNON BEACH JUNCTION-HAMLET JUNCTION SECTION

### Contract No. 860

### Reimbursement of Contractor for Extra Expense Incurred on Account of Alterations in Details of Construction

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Signed Roy A. Klein
State Highway Engineer.

Salem, Oregon,
April 11, 1927.

FORM S-B 83563 2500 1-27

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

March 31, 1927.

To the Honorable State Highway Commission, State of Oregon,
Wm. Duby, Chairman
W. H. Malone, Commissioner
H. B. VanDuzer, Commissioner
Roy A. Klein, State Highway Engineer and Secretary
Salem, Oregon.

Gentlemen:

In accordance with your instructions of March 2nd the writers of this report made a thorough investigation of the claim of Greenwood and Dann, contractors on the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway, grading, for relief and adjustment.

On March 7th, in company with the claimants, Greenwood and Dann, their superintendent, Mr. Miller, W. D. Clarke, Division Engineer, Oregon State Highway Department and George Gray, Resident Engineer in direct charge of the work, we visited the job and also had a conference of considerable length at the Astoria hotel.

Again on March 8th with all of the above mentioned parties present another and more detailed inspection of the work was made on the ground, at which time we questioned all parties in the presence of the other with regard to the many and different phases of the work. Several points of controversy arose between the contractors and the engineers in regard to the claim and job in general, upon several of which there appeared to be no middle ground between the engineers and the contractors, both being positive as to their point of view. In order to be in the position of unbiased referees these particular points were talked out, or at least until everyone had had his say. The original profiles, plans and specifications and also the final estimates and data were frequently consulted.

It is our judgment and recommendation that the contractors, Greenwood and Dann, be given relief by the Commission in form of payment for the following items and for the following reasons:

## CLEARING AND GRUBBING

The original plans contemplated the clearing of the entire right of way and only the grubbing of that area lying between the outer limits of the slope lines.

Comparison of the original and final records show that the area between slope lines as originally planned for grubbing was 25.65 acres, but that the actual area between slope lines as constructed is 31.11 acres. In addition to the 31.11 acres the contractors have grubbed that area lying just outside of the slope lines and which we estimate is

equivalent of a strip 5 feet wide on each side for a distance of 46,217.2 feet, or an area of 10.61 acres. We consider $800.00 per acre a reasonable and just compensation for work of this nature.

It is therefore recommended that this item of the contract be adjusted by the payment to the contractors of -

16.07 acres additional grubbing at $600 per acre .... $9,642.00

## EXCAVATION

Inspection of the original plan shows that a considerable quantity of yardage was planned for short haul within the free haul limit of 500 feet.

The final records of the job show that this plan was changed somewhat during construction and from the field inspection we thought it advisable to thoroughly analyse the haul item in the original plan and in the final record in order to ascertain whether or not Greenwood & Dann's claim that material was moved a greater distance than was originally contemplated could be substantiated.

A new set of calculations have been made from the original record, which shows the total haul within the 500 feet limit, excluding therefrom a 50 foot free haul, which is assumed to be the haul distance normally used where side borrow work is designed. Also a new set of calculations using the final records of the job and made on the same basis has been made.

The result of these calculations shows that although many minor changes in direction of haul, type and place of borrow, etc., have been made, yet the final result is so little different from the original that we conclude that there is no cause for claim for additional compensation by reason of such haul.

The overhaul proper (material moved beyond the 500 feet free haul limit) as bid by the contract, has been increased approximately the same percentage as the total yardage, and inasmuch as the contractor has received payment for this overhaul on a unit price basis, we feel there is no claim by reason of this change.

At Station 388 to Station 393 a grade line change has been made which, in our opinion, changes the classification of the material from Class "A" at the contract price of $ .47 per cubic yard to Class "B" material at $ .90 per cubic yard.

It is therefore recommended that the quantity of 1,138 cubic yards, which quantity represents the change between the original and final grade line, be adjusted by payment to the contractor of --

1,138 cub.yds at $.43 per cu.yd . . . . . $ 489.34

## PILING

The original plan clearly called for the furnishing and driving of 5,200 lineal feet of piling, but during the progress of the job the amount of

piling was reduced to 2,374.3 feet.

By reason of the fact that the locations of the structures requiring piling were scattered throughout the entire length of the job, the contractor was necessarily put to the same expense for moving their equipment to and over the job for the lesser amount of pay quantities as they would have been had the original plan been followed, and for this reason, their plant expense per foot of piling was increased from $.32 as bid to $.70 as constructed.

It is therefore recommended that payment be made for --

2,374.3 lin.ft. piling, plant expense, at $.38 per foot . . . $902.23

## GENERAL

There have been several other extra work items tentatively agreed upon between the contractors and the engineers which we feel are just claims against the State Highway Commission, and we, therefore, recommend their payment.

## SUMMARY

It is therefore respectfully recommended that in full settlement of Greenwood and Dann's claim for adjustment on their contract No. 769, the following items in addition to final estimate No. 10, copy of which is attached hereto, be paid by the State Highway Commission:

| | |
|---|---|
| Grubbing - 16.07 Acres additional grubbing at $600 per acre. . | $9,642.00 |
| Excavation - 1,138 cu.yds at $ .43 per cu.yd ..... | 489.34 |
| Piling - 2,374.3 lin.ft. @ $ .38 per ft. ..... | 902.23 |

(Adjustment items agreed to between the engineers and contractors, but not shown on estimate No. 10)

| | |
|---|---|
| 1. Grubbing of areas required upon embankments in addition to work specified under contract . . . . . | 2,046.00 |
| 2. For the construction of the additional height of embankment between Station 362 and 374 . . . . . | 2,014.05 |
| 3. For the extra cost involved in the clearing and grubbing between Station 494 and 530 caused by reason of delays in securing right of way, the sum of . . . . . | 1,852.73 |
| Total to be paid in addition to Estimate No. 10 ..... | $16,946.35 |

Respectfully submitted,

_____

_____

CC Greenwood & Dann, Portland.
W. D. Clarke, Office
Geo. Gray, Tillamook.

FORM 8-8 83563 2500 1-27

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

**SALEM**

March 31, 1927.

To the Honorable State Highway Commission, State of Oregon,
Wm. Duby, Chairman
W. H. Malone, Commissioner
H. B. VanDuzer, Commissioner
Roy A. Klein, State Highway Engineer and Secretary
Salem, Oregon.

Gentlemen:

In accordance with your instructions of March 2nd the writers of this report made a thorough investigation of the claim of Greenwood and Dann, contractors on the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway, grading, for relief and adjustment.

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equivalent of a strip 5 feet wide on each side for a distance of 46,217.2 feet, or an area of 10.61 acres. We consider $600.00 per acre a reasonable and just compensation for work of this nature.

It is therefore recommended that this item of the contract be adjusted by the payment to the contractors of -

16.07 acres additional grubbing at $600 per acre .... $9,642.00

## EXCAVATION

Inspection of the original plan shows that a considerable quantity of yardage was planned for short haul within the free haul limit of 300 feet.

The final records of the job show that this plan was changed somewhat during construction and from the field inspection we thought it advisable to thoroughly analyze the haul item in the original plan and in the final record in order to ascertain whether or not Greenwood & Dann's claim that material was moved a greater distance than was originally contemplated could be substantiated.

A new set of calculations have been made from the original record, which shows the total haul within the 300 foot limit, excluding therefrom a 50 foot free haul, which is assumed to be the haul distance normally used where side borrow work is designed. Also a new set of calculations using the final records of the job and made on the same basis has been made.

The result of these calculations shows that although many minor changes in direction of haul, type and place of borrow, etc., have been made, yet the final result is so little different from the original that we conclude that there is no cause for claim for additional compensation by reason of such haul.

The overhaul proper (material moved beyond the 300 feet free haul limit) as bid by the contract, has been increased approximately the same percentage as the total yardage, and inasmuch as the contractor has received payment for this overhaul on a unit price basis, we feel there is no claim by reason of this change.

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It is therefore recommended that the quantity of 1,138 cubic yards, which quantity represents the change between the original and final grade line, be adjusted by payment to the contractor of --

1,138 cub.yds at $.43 per cu.yd . . . . . $ 489.34

## PILING

The original plan clearly called for the furnishing and driving of 5,200 lineal feet of piling, but during the progress of the job the amount of

piling was reduced to 2,374.3 feet.

By reason of the fact that the locations of the structures requiring piling were scattered throughout the entire length of the job, the contractor was necessarily put to the same expense for moving their equipment to and over the job for the lesser amount of pay quantities as they would have been had the original plan been followed, and for this reason, their plant expense per foot of piling was increased from $.32 as bid to $.70 as constructed.

It is therefore recommended that payment be made for --

2,374.3 lin.ft. piling, plant expense, at $.38 per foot . . . $902.25

## GENERAL

There have been several other extra work items tentatively agreed upon between the contractors and the engineers which we feel are just claims against the State Highway Commission, and we, therefore, recommend their payment.

## SUMMARY

It is therefore respectfully recommended that in full settlement of Greenwood and Dann's claim for adjustment on their contract No. 769, the following items in addition to final estimate No. 10, copy of which is attached hereto, be paid by the State Highway Commission:

| | | |
|---|---|---|
| Grubbing - | 16.07 Acres additional grubbing at $600 per acre.. | $9,642.00 |
| Excavation - | 1,138 cu.yds at $ .43 per cu.yd ..... | 489.34 |
| Piling - | 2,374.3 lin.ft. @ $ .38 per ft. ..... | 902.25 |

(Adjustment items agreed to between the engineers and contractors, but not shown on estimate No. 10)

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|---|---|
| 1. Grubbing of areas required upon embankments in addition to work specified under contract . . . . . | 2,046.00 |
| 2. For the construction of the additional height of embankment between Station 362 and 374 . . . . . | 2,014.05 |
| 3. For the extra cost involved in the clearing and grubbing between Station 494 and 530 caused by reason of delays in securing right of way, the sum of . . . . . | 1,852.73 |
| Total to be paid in addition to Estimate No. 10 ..... | $16,946.35 |

Respectfully submitted,

_____

_____

CC Greenwood & Dann, Portland.
W. D. Clarke, Office
Geo. Gray, Tillamook.

#860
4 P C-1
PR-115

Seaside Oregon

May 18th 1927

State Highway Commission
Salem Oregon.

Dear Sirs:

This is to advise you that the claim we had against the Motor Investment Co. amounting to $13.30 has been settled by the contractor. This was for supplies furnished on their contract for surfacing of the Cannon Beach Junction-Hamlet Section of the Roosevelt Coast Highway in Clatsop, contract No. 860.

Very truly yours

M.J.Hanon Garage
M.J. Hanon

#864—
4-PC-1
PR 115

May 16, 1927

The New Amsterdam Casualty Co.
Bailey & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received from the H. J. Hansen Garage, Seaside, Oregon, notice of their claim in the sum of $12.50 being for supplies furnished the Motor Investment Company in connection with their contract for the surfacing of the Cannon Beach Junction-Seaside Junction Section of the Roosevelt Coast Highway in Clatsop County, contract No. 660.

This information is given you as you appear on surety on the bond furnished by the Motor Investment Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Whitney,
Chief Clerk.

HBW:JS
cc. Motor Investment Company,
108 Citizens Bank Bldg.
Portland, Oregon

May 16, 1927

Mr. M. J. Hanson Garage,
Sennid, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 12th inst. advising us of your claim of $13.50 against the Motor Investment Company for supplies furnished them in connection with their contract for the surfacing of the Oswego Beach Junction-Heceta Junction Section of the Roosevelt Coast Highway in Victory County, contract No. 880.

We are placing your letter on file and are today calling this matter to the attention of the contractor and surety on his bond.

We would suggest, however, that you take the matter up with the surety as they are responsible for the payment of the claims as well as the contractor. The surety in this instance is the New Amsterdam Casualty Company, Seeley & Company, Agents, Board of Trade Building, Portland, Oregon. If you do not secure satisfaction from the surety company or the contractor you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the terms of Section 2991, Oregon Laws, a mimeograph copy of which is enclosed herewith.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

K. B. Claiayer,
Chief Clerk

HBC:JS

Seaside Oregon

May 12th 1927

State Highway Commission

Salem Oregon

Dear Sirs:

Enclosed is a bill we have listed against the Motor Investment Co., working on the Roseveldt Highway Hamlett-Cannon Beach junction. This bill dates back to 9-26-26, To date we have been unsuccessful in receiving settlement. Will you please send me the name and address of the bond holders for this job.

Very truly yours

M.J. Hanon

M.J.Hanon Garage
Seaside Ore

#860

#0610-
40C-1
PR 115

# ...NON GARAGE

GENERAL REPAIRING
Tires, Tubes and Accessories
Telephone 57

Seaside, Oregon, 5-12-1927 19____

Motor Investment Co

Portland

Oregon

CHARLES R. HADLEY CO., PATHFINDERS, LOS ANGELES, SAN FRANCISCO, SEATTLE FORM 2008S REG. U.S. PAT. OFF.

| DATE | | CHARGES | CREDITS | BALANCE |
|---|---|---|---|---|
| 9-26-26 | Clutch facings Ja Bert Tractor | | | 1330 |

...ng copies of

...e,

...in,
...ighway Engineer

..., Claimyer,
Chief Clerk.

#360-
4PC-1
PR 115

April 25, 1927

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Haas, Filing Division.

This is to acknowledge receipt of your letter of the 20th inst. in which you enclose three certified copies of notice of claim of Tillamook County against the Meier Investment Company in the sum of $1327.39 for rental of machinery in connection with the Meier Investment Company's contract for the surfacing of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway in Clatsop County.

Please be advised that we are today sending copies of this notice to the surety and contractor.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

April 25, 1927.

April 20, 1927

New Amsterdam Casualty Company,
Sealey & Company, Agents,
Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of the County of Tillamook against the Motor Investment Company in the sum of $1387.39 being for rental of machinery and) in connection with the contract awarded to the Motor Investment Company in connection with the surfacing of the Cannon Beach-Junction-Hamlet Junction Section of the Roosevelt Beach Highway in Clatsop County.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by the Motor Investment Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Chiayer,
Chief Clerk.

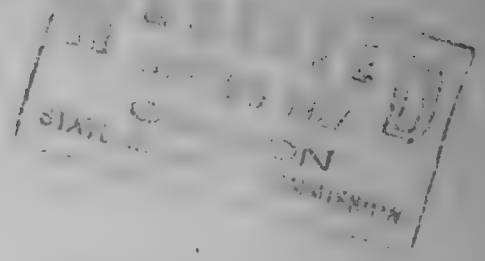
JS
cc. Motor Investment Co.
108 Citizens Bank Bldg.
Portland, Ore.

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

April 20, 1927



State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date, a notice of claim by Tillamook County, for rental of road machinery and labor and material used in the repair of the same in the sum of $1327.39 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for the work of surfacing of the Cannon Beach Junction-Hamlet Junction section of the Roosevelt Coast Highway in Clatsop County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Sears

L

To the State of Oregon:

Notice is hereby given that the undersigned TILLAMOOK COUNTY, OREGON, has a claim for rental of road machinery and labor and material used in the repair of same, said machinery, labor and material being furnished between the dates of June 11, 1926 and November 18, 1926, inclusive, in the sum of One Thousand three hundred twenty seven and 39/100 Dollars ($1327.39) against the bond taken from Motor Investment Company, principal, and New Amsterdam Casualty Company, surety, for the work of surfacing of the Cannon Beach Junction-Hamlet Junction section of the Roosevelt Coast Highway in Clatsop County, Oregon.

TILLAMOOK COUNTY, OREGON

By H. H. Brimhall
County Clerk.

TILLAMOOK COUNTY
Office of
H. S. Brimhall
County Clerk

Tillamook, Oregon. December 11, 1926.

Motor Investment Company
Seaside, Oregon.

To Tillamook County, Dr.

| | | | |
|---|---|---|---|
| To rental Holt 45, June 11 to Oct 9, 1926 @ $200. | | $786.67 | |
| To rental Grader July 7 to Oct. 14, 1926 @ $50.00, | | 161.67 | $948.34 |
| **Repairs to Cat.** | | | |
| Steinbach Iron Works | | | |
| Oct. 22 | On Cat frame 6½ hours | 9.75 | |
| | 1 8 ft Gas | 6.00 | |
| 23 | On Cat frame 8 hrs | 12.00 | |
| 25 | On Cat frame 5 hrs. | 7.50 | |
| | 120 ft Gas for cutting | 7.20 | |
| 26 | On Cat frame 10 hrs | 15.00 | |
| | 40 ft Gas for cutting | 2.40 | |
| 27 | On Cat 5 hrs @ 1.50 | 7.50 | |
| | " " 4 hrs @ 1.00 | 4.00 | |
| 28 | On Cat frame 14½ hrs @ 1.50 | 21.75 | |
| | " " " 14½ " @ 1.00 | 14.50 | |
| 29 | " " " 8 " @ 1.50 | 12.00 | |
| 30 | " " " 8 " @ 1.00 | 8.00 | |
| | " " " 3 " @ 1.50 | 4.50 | |
| 31 | " " " 9 " @ 1.50 | 13.40 | |
| | " " " 9 " @ 1.00 | 9.00 | |
| | 208 5/8" rivets | 5.20 | |
| | 30 ft 3" of 6" extra heavy channel iron | 25.85 | |
| Nov. 6 | Repair and weld gear housing for cat | 4.50 | 190.15 |
| **Loggers & Contractors Machinery Co.** | | | |
| Nov. 24 | 1 129-GA-Tank | 12.50 | |
| | 1 AM 319 Screen | 3.25 | |
| | 12 E 2693 Rollers 1.25 | 15.00 | |
| | 1 E2622 Cap | 21.00 | |
| | 2 1900 S S Spring .90 | 1.80 | |
| | 1 1558 SF Cranking Cap | 3.90 | |
| | 1 M 1010 S Change Speed Shaft | 7.70 | |
| | 1 3756-SB Bushing | 9.40 | |
| | 12 160[illegible]5 Bolt .50 | 6.00 | 80.55 |
| 24 | 1 M 9000 Clamp | 1.15 | |
| | Postage | .20 | 1.35 |
| **Payroll** | | | |
| October | Tom Bean 6 days @ 5.50 | 33.00 | |
| | D. M. Allen 5 days @ 5.00 | 25.00 | |
| | Homer Bean 1 day @ 4.00 | 4.00 | |
| November | Bill Bean 3 days @ 5.00 | 15.00 | |
| | D.M.Allen 6 days @ 5.00 | 30.00 | 107.00 |
| | | | $1327.39 |

County Clerk's

# United States of America

STATE OF OREGON

Tillamook, Oregon. December 11, 1926.

Motor Investment Company
Seaside, Oregon.

To Tillamook County, Dr.

| | | | | |
|---|---|---|---|---|
| To rental Holt 45, June 11 to Oct 9, 1926 @ $200. | | | $766.67 | |
| To rental Grader July 7 to Oct. 14, 1926 @ $50.00, | | | 161.67 | $928.34 |
| **Repairs to Cats** | | | | |
| Steinbach Iron Works | | | | |
| Oct. 22 | On Cat frame | 6½ hours | 9.75 | |
| | 1 8 ft Gas | | 6.00 | |
| 23 | On Cat frame | 8 hrs | 12.00 | |
| 25 | On Cat frame | 5 hrs. | 7.50 | |
| | 120 ft Gas for cutting | | 7.20 | |
| 25 | On Cat frame | 10 hrs | 15.00 | |
| | 40 ft Gas for cutting | | 2.40 | |
| 27 | On Cat 5 hrs @ 1.50 | | 7.50 | |
| | " " 4 hrs @ 1.00 | | 4.00 | |
| 28 | On Cat frame | 14½ hrs @ 1.50 | 21.75 | |
| | " " " | 14½ " @ 1.00 | 14.50 | |
| 29 | " " " | 8 " @ 1.50 | 12.00 | |
| 30 | " " " | 8 " @ 1.00 | 8.00 | |
| | " " " | 3 " @ 1.50 | 4.50 | |
| 31 | " " " | 9 " @ 1.50 | 13.40 | |
| | " " " | 9 " @ 1.00 | 9.00 | |
| | 200 5/8" rivets | | 5.20 | |
| | 30 ft 3" of 6" extra heavy channel iron | | 25.35 | |
| Nov. 6 | Repair and weld gear housing for cat | | 4.50 | 190.15 |
| Loggers & Contractors Machinery Co. | | | | |
| Nov. 24 | 1 129-GA-Tank | | 12.50 | |
| | 1 AM 319 Screen | | 3.25 | |
| | 12 K 2893 Rollers | 1.25 | 15.00 | |
| | 1 E-2622 Cap | | 21.00 | |
| | 2 1900 S S Spring | .90 | 1.80 | |
| | 1 1556 SF Cranking Cap | | 3.90 | |
| | 1 M 1010 S Change Speed Shaft | | 7.70 | |
| | 1 3760-SB Bushing | | 9.40 | |
| | 12 160[illegible]5 Bolt | .50 | 6.00 | 80.55 |
| 24 | 1 M 9060 Clamp | | 1.15 | |
| | Postage | | .20 | 1.35 |
| Payroll | | | | |
| October | Tom Bean 6 das @ 5.50 | | 33.00 | |
| | P. H. Allen 5 das @ 5.00 | | 25.00 | |
| | Homer Bean 1 day @ 4.00 | | 4.00 | |
| November | Bill Bean 3 das @ 5.00 | | 15.00 | |
| | P.H.Allen 6 das @ 5.00 | | 30.00 | 107.00 |
| | | | | $1527.39 |

ENDORSED:
File No. 602
Filed April 20, 1927, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Tillamook County for rental of road machinery and labor and material used in the repair of the same in the sum of $1327.39 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for the work of surfacing of the Cannon Beach Junction-Hamlet Junction section of the Roosevelt Coast Highway in Clatsop County, Oregon, with the original notice of claim filed in the office of the Secretary of State on April 20, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of April, A. D. 19 27.

Sam A. Kozer

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Tillamook County for rental of road machinery and labor and material used in the repair of the same in the sum of $1327.39 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for the work of surfacing of the Cannon Beach Junction-Hamlet Junction section of the Roosevelt Coast Highway in Clatsop County, Oregon, with the original notice of claim filed in the office of the Secretary of State on April 20, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of April, A. D. 19 27.

Sam A. Kozer
Secretary of State

By C. Mayberry
Deputy

#769-48C
PR 115

April 19, 1927.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 769 for the construction of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt-Coast Highway in Clatsop County, consisting of 10.3 miles of grading has been completed by the contractors, Greenwood & Dunn and that final settlement will be made by the State with said contractors for work done under said contract on or after April 29th, 1927.

The State has been advised of several claims against this contract but assumes no responsibility for these or any other claims which may be filed.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract was $178,278.75 of which amount $402.84 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claiayer,
Chief Clerk.

Dict. by J. McFarland.

PR 115

T. J. ROWE, President — J. R. WIDMER, Treasurer — C. C. HALL, Sec'y and Gen. Mgr.

PR#115

# MOTOR INVESTMENT CO.

109 CITIZENS BANK BUILDING
Telephone EAST 0940
PORTLAND, OREGON

April 18, 1927

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

In your final estimate for contract No. 860. we do not understand the $736.73 charged on rental equipment.

We understand the $750.00, which was for the purchase of a crusher, but the other seems to us excessive, as it is our understanding that we were to pay rent from the time we started in to use the crusher until the job was finished, according to the engineer's report, and at $80.00 per month, which was the rental which we have always paid on the crusher and which was our agreement, this does not make $736.73.

Will you please write us, explaining this item, as we would very much like to get this voucher through.

Yours sincerely,

MOTOR INVESTMENT CO.

By _____
Secretary

CCH:HL

Phoned to Mr. Hall that $736.73 includes a charge of $193.40 for Russell grader purchased by the Company.

PR 115

FORM 2-A A-9316 5M 12-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M[illegible]LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

March 29th, 1927. IN REPLY PLEASE REFER TO FILE No. 4PC-1

Mr. H. B. Van Duzer,
State Highway Commissioner,
Portland, Oregon.

ATTENTION:

NOTED
State Highway Engineer

Dear Sir:

At Mr. Kleins request I am writing to advise you of the status of the matter which was in controversy with the Clatsop County Fire Control Association.

You will recall that the controversy arose over a fire which occured on or near the right of way during our operations along the Nekanicum last year and that a number of our employees were drafted by the fire warden to fight the fire. The Warden later refusing to pay the wages for that time.

At a conference at which Mr. C. C. Scott of Clatsop County Fire Control Association, Mr. F. A. Elliott, State Forester, Mr. C. H. Gram, Labor Commissioner, Mr. Deavers and myself were present, together with two or three others of the State Forestry Department, a supposedly definite arrangement was reached whereby Mr. Deavers and I agreed to recommend to the State Highway Commission the payment of one-half of the total amount of the wages due our employees if the Fire Control Association would stand the other half and would pay the entire amount in the first instant making the payment by the State as a lump sum to the Fire Control Association to itself. This was very positively and clearly the proposition agreed to by Mr. Deavers and myself, and it was so understood by Mr. Gram. Later Mr. Scott claimed that we had agreed to pay one-half of the entire cost of fighting the fire including the wages of our employees, and also all others who were used in the fire fighting. It seems to me that it should have been quite clear to him that that was not our agreement because one-half of such entire cost of the fire would have been more than the whole of that part of the cost involved in the wages of our employees which was the only amount in controversy. We might better have paid the entire cost in controversy than to have agreed to what he claims. At the present time we still stand ready to forward the claim with recommendation for approval as we agreed, but have agreed no claim of any kind from Mr. Scott as yet.

received

Very truly yours,

W.D. Clarke, Division Engineer.

cc Mr. Klein

PR 115

March 2, 1927

Mr. J. S. Sawyer,
Division Engineer,
O f f i c e .

Mr. C. W. Wanzer,
Division Engineer,
Bend, Oregon.

Gentlemen:

You have been selected as a board to consider the claims of Greenwood & Dann on contract No. 769, grading Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway in Clatsop County. You will please arrange to take up this matter at your early convenience and go over the work on the ground in company with the contractors and the engineers, taking up in detail the various claims. Be sure and take plenty of time for this and go into the matter very thoroughly. On the conclusion of your investigation, a report should be made to the Highway Commission covering your findings.

I am enclosing a copy for each of you of the claim of Greenwood & Dann, dated November 8, 1926, and a statement of profit and loss by Greenwood & Dann, dated February 17, 1927, also their letter of February 4, 1927, together with a copy of the executed contract between the State Highway Commission and Greenwood & Dann, dated February 6, 1925. For your further information, there is included a statement of the final estimate showing the amounts earned by the contractor on the various unit items in the form of a final estimate, which represents the final quantities without any adjustments whatever.

In addition, a blue print of the original profile of this project on which the contractors made their bid is included, to which has been added in black ink all changes in profile, grade, ground level and alignment, with the further addition that the distribution of quantities as shown on the final construction profile has also been shown in black. Only one set of these profiles has been made up and this will be handed to Mr. Sawyer which will also be available for Mr. Wanzer.

If there is any further data desired from the records of this department, Mr. Clarke will be prepared to furnish the same on short notice.

Very truly yours,

BAK:HI

State Highway Engineer.

cc W. D. Clarke
Greenwood & Dann

John J. Dann

COPY

GREENWOOD & DANN
Contractors

500 North Front Street
Portland, Oregon

Feb, 4 1927

Oregon State Highway Commission
Salem, Ore.

Gentlemen:-

We wish to call your attention to the clause that Mr. Clark read from a book of specifications at the meeting we had with you at Salem on Thursday evening Feb. 3rd. and which Mr. Devers interpreted to the effect that changes in the work involving a change in cost should be agreed to in writing. We also remember that Mr. Klein asked Mr. Clark why he did not produce a copy of the signed contract and that Mr. Clark replied "This will do" or "This is the same" or words to that effect.

We quote below a clause on page 9 of our signed contract on the Cannon Beach Jct.-Hamlet Jct. section of the Roosevelt Coast Highway headed:-

Alterations in Details of Construction:

"The Engineer, during the progress of the work, may alter any of the details of construction, including the grade or alignment of the road or both, and may increase or decrease the quantities, as may be found expedient or suitable; such alterations shall not invalidate the contract nor release the sureties, and contractor agrees to accept and execute the work as altered the same as if it had been a part of the original contract.

"Unless alterations made by the Engineer very materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work and the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to between the Engineer and the contractor in advance of the performance of the work, or in case no such basis has been agreed upon then an allowance shall be made either for or against the contractor in such amount as the Engineer may consider to be fair and equitable.

"No claim shall be made by the contractor for any loss of anticipated profits because of any such alterations or by reason of any variation between the approximate quantities and the quantities of the work as done."

The specifications that Mr. Clark read may be the same as this but we do not remember it so. At any rate, we wish to call your attention to the fact that there is nothing in this clause to the effect that any change involving extra cost must be agreed to in writing.

We certainly appreciate the opportunity you gave us to present our case, especially when you were detained so late in the evening and seemed to have so much to attend to.

We ask that should Mr. Clark advance any arguments that he did not mention Thursday evening in our presence that we be permitted to make reply.

Yours very truly,

Greenwood & Dann

By (sgd) JOHN J. DANN

Copy for Mr. Duby
Mr. Van Duzer
Mr. Malone

#7619-454
PP 115

February 8, 1927.

New Amsterdam Casualty Co.
Seeley and Co. Agents.
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by the Motor Investment Company in connection with their contract for the surfacing of the Gannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway in Clatsop County, that we have today received from the Leighton-Callahan Motor Company, Seaside, Oregon, notice of their claim against the Motor Investment Company in the sum of $22.26 for labor and material furnished them.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

February 8, 1927.

Motor Investment Co.
108 Citizens Bank Bldg.
Portland, Oregon.

Gentlemen:

This letter is to inform you that we are in receipt from Leighton-Callahan Motor Company, Seaside, Oregon, notice of their claim against you in the sum of $22.26 being for labor and material furnished you in that amount in connection with your contract for the surfacing of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk.

HBGS

LEIGHTON-CALLAHAN MOTOR COMPANY

February 8, 1927.

Leighton-Callahan Motor Co.
Seaside, Oregon.

Gentlemen:

Attention: Mr. F. H. Leighton.

We have your letter of the 5th inst. in which you advise us of your claim against the Motor Investment Co. being for material and labor furnished them in the sum of $22.26 in connection with their contract for the construction of the Cannon Beach Junction-Hamlet Junction of the Roosevelt Coast Highway.

We would suggest that you file notice of your claim with the surety on the bond furnished by the Motor Investment Co. in connection with this work. This bond is for the protection of labor and material claims. The surety is the New Amsterdam Casualty Co., Seeley and Co. Agents, Board of Trade Building, Portland, Oregon. If you do not secure satisfaction from either the contractor or surety on the bond you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the terms of Section 2991, Oregon Laws, mimeograph copy of which is enclosed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:B

HUDSON SUPER SIX ESSEX MOTOR CARS

"We Treat You White"

# LAIGHTON-CALLAHAN MOTOR COMPANY

SEASIDE, OREGON

F. H. LAIGHTON
DAN CALLAHAN

February 5, 1927

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen :-

Enclosed you will please find bill of $22.26 of the Motor Investment Co. for material and labor furnished them during the construction of highway between Cannon Beach Junction and Hamlet Junction. We have been advised to mail this account to you.

Yours truly

Laighton-Callahan Motor Co.
By F H Laighton

#860

ANSWERED
H. B. G.

Seaside, Oregon, Jan. 31 1927

M Motor Investment Co,

Seaside, Oregon.

IN ACCOUNT WITH

# Laighton-Callahan Motor Company

## HUDSON-ESSEX SALES AND SERVICE

*"We treat you white"*

Repairs and Storage

| | | | |
|---|---|---|---|
| 12 | 1 | '26-10 Gal Gas @ 20¢ | 2 00 |
| 12 | 1 | 1 Tire Repair | 75 |
| 12 | 1 | 1 Valve Inside | 10 |
| 12 | 11 | 10 Gal Gas @ 20¢ | 2 00 |
| 12 | 13 | 7 Gal Gas @ 20¢ | 1 40 |
| 12 | 14 | 1 - 31x5.25 Tube | 4 15 |
| 12 | 14 | 1 Ballon Tire Boot | 50 |
| 12 | 14 | Mount Tire on Rim | 50 |
| 12 | 17 | 9 Gal Gas @ 20¢ | 1 80 |
| 12 | 17 | Change Tire | 50 |
| 12 | 24 | 5 Qts Oil @ 35¢ | 1 75 |
| 12 | 24 | 3 Hrs Labor on Brakes @ 1.50 | 4 50 |
| 12 | 25 | 11 Gal Gas @ 21¢ | 2 31 |
| | | Total------ | 22 26 |

#860-1PC-1
PR115

February 8, 1927.

Motor Investment Co.
108 Oätizens Bank Bldg.
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received from Lovell Auto Co. of Astoria, Oregon, notice of their claim against you in the sum of $196.80, the same being in connection with your contract for the construction of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway. Copy of this notice is enclosed herewith.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG S
Enc.1

February 8, 1927.

New Amsterdam Casualty Co.
Zeeley Co. Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Attached you will please find copy of notice that has been sent to us from Lovell Auto Co. of Asteria, Oregon, being their claim against the Motor Investment Co. in the sum of $496.80 in connection with their contract for the surfacing of the Cannon Beach Junction-Seaside Junction Section of the Roosevelt Coast Highway.

This information is given you as you appear as surety on the bond furnished by the Motor Investment Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.1

#860-40C-1
C. C. HALL, Secy and Gen. Mgr.
PR 115

2/7/27

RECEIVED
FEB 8 1927
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

January 29, 1927

| | | | | | |
|---|---|---|---|---|---|
| | 13 | 16912 | | 134.60 | |
| | 15 | 17555 | | 299.70 | |
| | 17 | 17644 | | 135.00 | |
| | 23 | 17869 | | 35.90 | |
| | 24 | 17909 | | 493.80 | |
| | 27 | 18120 | | 168.60 | |
| Aug. | 3 | 18433 | | 178.60 | |
| | 4 | 18558 | Smith | 231.80 | |
| | 8 | 18624 | Pack. | 357.20 | |
| | 17 | Cash | | | 545.10 |
| | 14 | 18729 | Pack. | 396.00 | |
| | 23 | 19012 | Smith | 200.80 | |
| | 23 | 19030 | | 195.35 | |
| | 23 | 19039 | Smith | 221.80 | |
| Sept. | 15 | Cash | | | 1000.00 |
| | 18 | 19911 | Harder | 33.40 | |
| | 22 | 20008 | Harder | 6.25 | |
| Oct. | 21 | Cash | | | 1000.00 |
| | 20 | 20868 | | 15.50 | |
| Nov. | 16 | 21579 | | 26.05 | |
| | 29 | Cash | | | 365.95 |
| | | | | 3,407.85 | 2911.05 |
| | | Balance | | | 496.80 |

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uch work as can come

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matter straightened
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s, we are

rs sincerely,

OR INVESTMENT CO.

Secretary

NOTED
H. B. GLAISYER

#861-40C-1

C. C. HALL, Sec'y and Gen. Mgr.

PR 115

...ue Bills Subject to Sight Draft witho...rther Notice

STATEMENT

# LOVELL AUTO CO.

**Distributors of Motor Vehicles**
**Phone 583**
**Corner 14th and Duane Streets, Astoria, Oregon**

*Accounts Must be Settled Monthly; Otherwise Credit will be Suspended*

1-28-27

*Sold to* Motor Investment Co.
Seaside, Oregon

| | | | | | |
|---|---|---|---|---|---|
| 1926 | | | | | |
| July | 13 | 17422 | | 277.50 | |
| | 13 | 16912 | | 134.60 | |
| | 15 | 17555 | | 299.70 | |
| | 17 | 17644 | | 135.00 | |
| | 23 | 17869 | | 35.90 | |
| | 24 | 17909 | | 493.80 | |
| | 27 | 18120 | | 168.60 | |
| Aug. | 3 | 18433 | | 178.60 | |
| | 4 | 18558 | Smith | 231.80 | |
| | 8 | 18624 | Pack. | 357.20 | |
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| | 22 | 20008 | Harder | 6.25 | |
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| | 20 | 20868 | | 15.50 | |
| Nov. | 16 | 21579 | | 26.05 | |
| | 29 | Cash | | | 365.95 |
| | | | | 3,407.85 | 2911.05 |
| | | Balance | | | 496.80 |

...TMENT CO.
...BUILDING
...940
...EGON

January 29, 1927

...er regarding the
...easide, Oregon, we
...uch work as can come

...straightened up. The
...because of a discrepancy
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... been.

... matter straightened
... we owe. Thanking you
...ls, we are

...rs sincerely,

...TOR INVESTMENT CO.

Secretary

NOTED
H. B. GLAISYER

#810-40C-1

PR 115

T. J. ROWE, President — J. R. WIDMER, Treasurer — C. C. HALL, Sec'y and Gen. Mgr.

# MOTOR INVESTMENT CO.

109 CITIZENS BANK BUILDING
Telephone EAST 0940
PORTLAND, OREGON

January 29, 1927

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Referring to your letter regarding the claim of Chester Groat Garage, Seaside, Oregon, we beg to advise that this is not such work as can come against the job.

This account will be straightened up. The only reason it has not been is because of a discrepancy in the account, certain work having been charged against us that should not have been.

We will try to get the matter straightened up the coming week and pay what we owe. Thanking you for calling our attention to this, we are

Yours sincerely,

MOTOR INVESTMENT CO.

CCH:HL

By _____
Secretary

NOTED
H. B. GLAISYER

#861-4004
PR116

January 22, 1927.

New Amsterdam Casualty Co.
Seeley and Co. Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by the Motor Investment Company in connection with the surfacing of the Cannon Beach Junction-Hamlet Junction of the Roosevelt Coast Highway in Clatsop County, that we have today been informed by the Chester Great Garage, Seaside, Oregon, that the Motor Investment Company are indebted to them in the sum of $454.07. This information is given you as you appear as surety on the bond furnished by the Motor Investment Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

January 28, 1927.

Motor Investment Co.
108 Citizens Bank Bldg.
Portland, Oregon.

Gentlemen:

We wish to inform you that we have today received notice from Chester Crest Garage, Seaside, Oregon, to the effect that you were indebted to them in the sum of $454.07. We presume that it is your intention to take care of this matter in the near future.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HG:3

January 28, 1927.

Chester Grout Garage,
Seaside, Oregon.

Dear Sirs:

In response to your telephone request of this date will advise that final payment was made to the Motor Investment Company for their work near Seaside last Saturday, January 22nd. The warrant is no doubt now in their hands.

The protection offered you for your claim of $454.07 is the bond furnished by the Motor Investment Company in connection with this project. The surety on this bond is the New Amsterdam Casualty Company, Beeley and Co. agents, with offices in the Board of Trade Building, Portland, Oregon. The name of the project is the Cannon Beach Junction-Hamlet Junction of the Roosevelt Coast Highway, state highway contract No. 860. Should you fail to secure satisfaction from the Motor Investment Company, then we would suggest that you take the matter up with the surety on their bond. Should you secure no satisfaction on the bond then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the terms of Section 2991, Oregon Laws, mimeograph copy of which is enclosed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:B
Enc

#860-40C-1
PR 115

L. F. CALLAHAN
ATTORNEY AT LAW
TILLAMOOK HOTEL BUILDING

TILLAMOOK, OREGON.

January 27, 1927.

State Highway Commission,
Salem, Oregon.

Gentlemen:

The action of the State of Oregon on the relation of Harry H. Johnson vs. Motor Investment Company and New Amsterdam Casualty Company has been dismissed and full satisfaction has been made to my client.

This will clear up your records in this case.

Very truly yours,

L.F. Callahan.

By Blanche Lucas.

NOTED
H. B. GLAISYER

#860-4 PC-1
PR115

January 19, 1927.

New Amsterdam Casualty Company,
Seeley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to the Motor Investment Company on contract No. 860 for the construction of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt-Coast Highway in Clatsop County. This payment will be made on or after January 28th 1927.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#360-40C-1
PR116

January 11, 1937.

New Amsterdam Casualty Co.
Bixby and Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

We wish to inform you as surety on the bond furnished by the Motor Investment Company in connection with their contract for the surfacing of the Gearhart Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway, that we have today received from Mr. H. M. Mundy, blacksmith of Seaside, Oregon, notice of his claim in the sum of $112.69 for labor and material furnished the Motor Investment Company last November in connection with repairs to a grader.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

HMS:S

January 14, 1927.

Motor Investment Co.
108 Citizens Bank Bldg.
Portland, Oregon.

Gentlemen:

We wish to advise you that we have today received from Mr. M. M. Moody, a blacksmith of Seaside, Oregon, notice of his claim against you in the sum of $118.00 for labor and material furnished you last November, evidently for a grader which you rented from Tillamook County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk

HBG:S

H. M. Moody

January 11, 1927

Mr. H. M. Moody, Blacksmith.
Box 927
Seaside, Oregon.

Dear Sir:

We have your note of recent date in which you enclose a statement of your account against the Motor Investment Co. for labor and material furnished them in the sum of $112.50.

As per your request we are today placing this notice on file against the project being completed by the Motor Investment Co.

As has been stated to you previously the Motor Investment Co. furnished us with a bond for the satisfactory completion of their project and for the protection of labor and material claims. The surety on this bond is the New Amsterdam Casualty Company, for whom Seeley and Company are local agents with offices in the Board of Trade Building, Portland, Oregon.

We would suggest that you file notice of your claim with this surety company, who are equally responsible for the same as the contractor. In the event that you do not secure satisfaction from either the contractor or the surety on his bond, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with Section 2791 Oregon Laws.

The work being done by the Motor Investment Company is what is known as state highway contract No. 560, for the surfacing of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

Seaside, Oregon, _____ 192__

Oregon State Highway Comm.

In account with

# H. M. Moody

**General**
**Blacksmithing**

Sirs

I am enclosing a claim against The Motor Transport Co

Please put it on file

Yours Respty

H.M. Moody
#927 Seaside
Ore.

ANSWERED
H. B. G.

as a whole was
indicates an
in profile grades.
job. The increase
a large overrun
of material is lost
through the clearing and grubbing operations, heavy shooting leaving
large craters which have to be filled.

There were, of course, some changes in the distribution of haul quantities, which is to be expected. On this job, as all jobs, there is a free haul limit and unit bids were received on the overhaul. The original contract provided that 47.5% of the materials be hauled. The final figures show that only 44.9% of the materials

Beaside, Oregon, Dec 31 1926

Tillamook Co. Grader Hrand By

Motor Investment Co

In account with

# H. M. Moody

**General Blacksmithing**

8% Int Charge after 30 days

| | | | |
|---|---|---|---|
| Nov | 23 hrs on Grader | 23 hrs @ 3.50 | 70 00 |
| | 3 Cutter Bent Pt 6 | 6.00 | 18 00 |
| | 1 Couch Claygen | 6.00 | 6 00 |
| | 255 # 5/8 x 6" Steel | 0.07 | 17 85 |
| | 18 - 1/2 x 5" Bolts | 0.09 | 84 |
| | | | 12 60 |

considering the [illegible] through the clearing and grubbing operations, heavy shooting having large craters which have to be filled.

There were, of course, some changes in the distribution of hauling quantities, which is to be expected. On this job, as all jobs, there is a free haul limit and unit bids were received on the overhaul. The original contract provided that 47.5% of the materials be hauled. The final figures show that only 44.9% of the materials

PR 115

January 7, 1927.

Mr. Wm. Duby, Chairman,
State Highway Commission,
Baker, Oregon.

Dear Sir:

In regard to your inquiry regarding the Greenwood & Dann contract, would say that it would be difficult in a short space to answer all of their arguments individually, but I am pleased to briefly review the circumstances surrounding this contract.

The first loss mentioned is that on clearing. I am enclosing a tabulation of the bids received on this job in which it will be noted that Greenwood & Dann's estimate for clearing is $25,000, the lowest bid received, the next being $37,250 and from there on to a maximum bid of $60,000. The average of all bids for the clearing is $44,360. Our estimate of the cost of clearing and grubbing was $45,000.

In checking over the totals of the bids, it will be noted that the next bid above Greenwood & Dann is approximately $13,000 higher and that the range between his bid and the highest amounts to approximately $60,000.

This job was not classified, but was divided into units having similar characteristics and the contractor was invited to bid unit prices on these units, hence the classifications A, B, C, D.

The contractor alleges that the contract as a whole was changed materially. An examination of the profile indicates no changes in alignment and only a few minor changes in profile grades. It would appear to me to be less than the ordinary job. The increase in total quantities amounts to 17.7% which is not a large overrun considering the fact that a considerable amount of material is lost through the clearing and grubbing operations, heavy shooting leaving large craters which have to be filled.

There were, of course, some changes in the distribution of haul quantities, which is to be expected. On this job, as all jobs, there is a free haul limit and unit bids were received on the overhaul. The original contract provided that 47.5% of the materials be hauled. The final figures show that only 44.9% of the materials

were hauled. The contractor apparently expected to go in and borrow where best suited his convenience, dodging around stumps, etc. Naturally, we required him to take out the borrow pits with uniform slopes and of such depth that they could be drained readily. This, of course, required a large amount of grubbing.

Considerable stress is laid on the fact that the payment of the final estimate has been delayed. There was no reason why the contractor could not have received his final estimate based on the unit quantities soon after the job was completed, but this was deferred at his request in order to present his claims for extras. We feel that it is good business to close up the entire job and if any adjustments are made, to include them in the final estimate along with the retained percentage, securing an acceptance of this final payment as payment in full. The contractor made no request for this final until after my letter of October 6 in which I stated that I would recommend an adjustment in the sum of approximately $6,000.

The contractors at that time asked that they be paid the approximately $4,000 of retained percentage, which was done, so that, as the job now stands, all of the contract items have been paid together with the retained percentage and there are outstanding only the adjustment items of approximately $6,000. My view is that the $6,000 was offered as an adjustment to settle all of the matters in controversy as a final figure, but not to be used as a lever to secure the payment of further sums, consequently nothing has been paid on this. If the matter is to be opened up for review, a new beginning should be made without any regard to the adjustment which has been offered.

There are many other items which should be discussed in order to completely answer the points which have been raised, but I do not feel that this is necessary at this time. If the matter is brought before the Commission at the next meeting, the whole subject can be reviewed in greater detail.

Very truly yours,

State Highway Engineer.

RAK:HI

FORM DA 27316 10-0-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

QR 110

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF WILLIAM DUBY, CHAIRMAN

BAKER, OREGON

December 28, 1926

Filed

To the Highway Department
Salem, Oregon

ATTENTION MR. KLEIN

Dear Mr. Klein:

I have been reading with a great deal of interest the claim presented by Messrs. Greenwood and Dann for losses they claim on contract #769. At first I was tempted to not read the claim at all due to the fact that it is a very poor carbon copy, but if their statement is correct it seems that some consideration is due them. I notice that they contend one of the claims made for the claimants is for delay of final estimate running for several months. Now, no doubt there is some justification for this or it would not have happened, however, it does seem to me that a final estimate could be rendered in much less time than appears to have been done in this case, and I had in mind just this to save time probably when we may all be in a hurry as we usually are in trying to rush through in one day business that should ordinarily take two or three. I am wondering if you could give me some of the details covered in this claim. I would greatly appreciate it if you could do so.

I am wondering if you have answered the Associated General Contractors' communication of Dec. 22. Some of the claims set forth by them look reasonable, if such delays as they mentioned have occurred, and if they have not, I think it would be [illegible] to advise them of the fact, and if for some legitimate reason delays have occurred, of course there is no one to be insured for it, however, it does seem to me that

it would be well to answer their communication personally. I am not in favor of making any change in our policies along these lines, but sometimes feel there must be some justification for claims of this kind or they would not be made. I would be pleased to have your version of these matters.

Would it be possible for you to get ~~me~~ a few copies of the Motor Carriers' Monthly Fee Report for me? If you can I would greatly appreciate the same and thank you in advance for the courtesy of the same. I am

Very truly yours

Wm Duty

WD S

PTP115

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date December 25, 1926.

Job Name Cannon Beach Junction — Hamlet-Junction

Week from 12/6 to 12/11

Mail Address Seaside, Oregon.

Highway Roosevelt Coast

Telegraph or Telephone Address

County Clatsop Job Prefix S 4 PC-1

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

The crusher was run yesterday and the fifth and sixth. On the sixth the oil pump on the engine refused to work longer and as only a few loads of base rock was still wanted to patch a few soft places I decided to let the contractor off. The road is in very good condition at this time and should gradually improve under careful maintenance.

The final estimate on this section will be ready by Decem 24th.

First report.

NOTED
W. D. CLARKE

RECEIVED
DEC 27 1926
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

(See back of this sheet for instructions and detailed information.)

Signed E. J. Gray

Title Resident Engineer.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

PR 115

December 21, 1926.

Motor Investment Co.
109 Citizens Bank Bldg.
Portland, Oregon.

December 20, 1926

Gentlemen:

Attention: Mr. C. C. Hall, Secretary.

We acknowledge receipt of your letter of the 20th inst., and in reply to the same will say that we have investigated the status of final payment to you in connection with your contract between Cannon Beach Junction and Hamlet Junction, and find that the field notes have not yet been received from the field engineer, although we expect them in any mail. As soon as these notes are received, they will be check in this office and if found correct will be placed in line for immediate payment.

A semi-final voucher will be prepared and will be paid to you pending final check of the field notes. This should be ready for transmittal to you within a very few days after receipt of the notes.

If our final check of the field notes reveals no discrepancy, then the final voucher will be immediately prepared. It is likely that it will take about three weeks to do this.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

J. R. WIDMER, Treasurer C. C. HALL, Sec'y and Gen. Mgr.

MOTOR INVESTMENT CO.
109 CITIZENS BANK BUILDING
Telephone EAST 0940
PORTLAND, OREGON

December 20, 1926

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Your letter received regarding Tillamook County notice of claim against the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Highway. This claim, in our judgment, is very unjust and will be contested.

We hope, however, that this will not delay our receiving our estimate at least up to the amount of the claim.

We have not yet received our final estimate blank for signature. Can you please advise us when this will be coming along?

The H. M. Moody account all arises out of the Tillamook County account.

Yours sincerely,

MOTOR INVESTMENT CO.

CCH:HL

By
Secretary

Rec'd

HAMMOND LUMBER

PR 115

December 9, 1926.

Hammond Lumber Co.,
812 Chasse Building,
Portland, Oregon.

Attention Mr. G. B. McLeod

Gentlemen:

Reference is made to your letter of December 8, making inquiry in regard to the cooperation of Clatsop County in the construction of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway.

An agreement whereby Clatsop County is to contribute $100,000.00 toward the cost of improving this section of highway was made on January 14, 1925, and was ratified by a resolution passed by the County Court of Clatsop County on March 11, 1925.

Under this agreement the County has to date paid $66,666.66; the balance is due: $16,666.67 on May 1, 1927 and $16,666.67 on November 1, 1927.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

HAMMOND LUMBER COMPANY
712 GASCO BUILDING
PORTLAND, OREGON

*In reply refer to file*

December 8, 1926.

State Highway Commission,
Salem, Oregon.

Gentlemen:

It is our understanding that Clatsop County agreed with the State Highway Commission to contribute the sum of $100,000. to the cost of constructing highway from Cannon Beach Junction to Hamlet Junction. We also understand that the said sum is to be paid one-third in each of the three years following the date of the agreement. Will you kindly advise us the date of the agreement and when and how much has been paid, and how much is yet due, and when due?

Thanking you in anticipation for this information, we are

Yours very truly,
HAMMOND LUMBER COMPANY

GBM W

June 14th 1925

$66,666.66 Pd. May 1, 1927
16,666.67 May 1, 1927
16,666.67 Nov. 1, 1927

#860 - 4PC-1
PR 115

December 9th, 1926.

Motor Investment Company,
109 Citizens Bank Bldg.
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from the Tillamook County Court notice of their claim against you in the sum of $1527.50, being for labor and materials, etc. furnished you in connection with your contract for the surfacing of the Nehalem Beach Junction-Wanlet Junction Section of the Roosevelt Coast Highway. We also received from them an invoice for repairs to a grader in the sum of $112.69 by H. M. Moody, Seaside, Oregon.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

December 9th, 1926.

New Amsterdam Casualty Co.
Seeley & Co., Agents,
Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

We have today received from the Tillamook County Court notice of their claim against the Motor Investment Company in the sum of $1327.50, being for labor and material furnished them in connection with their contract for the surfacing of the Cannon Beach Junction -Hamlet Junction of the Roosevelt Coast Highway. We also received from them an invoice for repairs to a grader in the sum of $112.69 by H. M. Moody, Seaside, Oregon. Tillamook County stated that this repair work was done to a grader rented to the Motor Investment Co prior to its return to them, for which reason they deny the claim.

This information is given you as you appear as surety on the bond furnished by the Motor Investment Company in connection with this project.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

December 9th, 1926.

Mr. M. S. Brimhall,
County Clerk,
Tillamook, Oregon.

Dear Sir:

We acknowledge receipt of statement of your claim in the amount of $1327.39, against the Motor Investment Company of Seaside, and also acknowledge receipt of the copy of the claim of H. M. Moody, Seaside, for repairs to a grader.

The contract awarded to the Motor Investment Company by the State Highway Commission is Number 860 for the surfacing of the Cannon Beach Junction-Hamlet Junction of the Roosevelt Coast Highway in Clatsop County. The Motor Investment Company furnished a bond for the purpose of protecting labor and material claims. The surety on this bond is the New Amsterdam Casualty Company, for whom Seeley and Company are local agents with offices in the Board of Trade Building, Portland, Oregon. We suggest that you file notice of your claim with the surety company and also with the Secretary of State in compliance with Section 2991 of the Oregon Laws. We believe you will be amply protected for the amount of your claim by doing this.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaeyer,
Chief Clerk.

HBG:B

COUNTY

December 9th, 1926.

Mr. H. M. Moody,
Seaside, Oregon.

Dear Sir:

The Tillamook County Court have forwarded to us the copy of your claim against them for repairs to a grader on October 1st amounting to $112.60. We are advised by the Tillamook County Court that this claim does not concern them but that it is the Motor Investment Company to whom you should look for payment.

In the event that your claim is against the Motor Investment Company, then your protection is the bond furnished by this company in connection with this project for the surfacing of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway. We would then suggest you file notice of your claim with the surety company, who in this instance is the New Amsterdam Casualty Company, for whom Sealey and Company are local agents with offices in the Board of Trade Building, Portland, Oregon. You should also file notice of your claim with the Secretary of State as provided by Section 2991 of Oregon Laws, mimeograph copy of which is enclosed herewith.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HG:3

In account with

# H. M. Moody

**General Blacksmithing**

COUNTY

CLERK

EGON

r 8, 1926

Oct 1 Repair Grader 1269

How this work for Orland done by the Motor Investment Co and so far Dix received no pay for same Let me know by return mail just what you intend to do about it. So I will know how to act in the matter

Yours Resply

H M Moody

927 Lassik Ave

FILED
DEC 1 1926
H. S. BRIMHALL
County Clerk

NOTED Dec
CARL F. SMITH
AUDITOR

| | | | | | |
|---|---|---|---|---|---|
| | | | | 00.00 | $786.67 |
| | | | | 50.00 | 161.67 $948.34 |
| | | | | | 9.75 |
| | | | | | 6.00 |
| | | | | | 12.00 |
| | | | | | 7.50 |
| | | | | | 7.20 |
| | | | | | 15.00 |
| | | | | | 2.40 |
| | | | | | 7.50 |
| | | | | | 4.00 |
| | | | | | 21.75 |
| | | | | | 14.50 |
| | | | | | 12.00 |
| | | | | | 8.00 |
| | | | | | 4.50 |
| | | | | | 13.50 |
| | | | | | 9.00 |
| | | | | | 5.20 |
| | | | | el iron | 25.85 |
| | | | | cut | 4.50 190.15 |

Loggers & Contractors Machinery Co.

| | | | | | |
|---|---|---|---|---|---|
| Nov. 24 | 1 | 129-SA Tank | | | 12.50 |
| | 1 | AM 319 Screen | | | 3.25 |
| | 12 | E-2693 Rollers | 1.25 | | 15.00 |
| | 1 | E 2622 Cap | | | 21.00 |
| | 2 | 1900 SS Spring | .90 | | 1.80 |
| | 1 | 1558 SF Cranking Cap | | | 3.90 |
| | 1 | M 1010 S Change Speed Shaft | | | 7.70 |
| | 1 | 3766-SB Bushing | | | 9.40 |
| | 12 | 160585 Bolt | .50 | | 6.00 80.55 |
| ** | * | | | | |
| 24 | 1 | M 9000 Clamp | | | 1.15 |
| | | Postage | | | .20 1.35 |

Payroll

| | | | | |
|---|---|---|---|---|
| October | Tom Ewan | 6 das @ 5.50 | | 33.00 |
| | P. E. Allen | 5 das @ 5.00 | | 25.00 |
| | | Carried forward | 58.00 | 1220.39 |

H. S. BRIMHALL, COUNTY CLERK

# TILLAMOOK COUNTY

OFFICE OF THE CLERK

TILLAMOOK, OREGON

December 8, 1926

Motor Investment Co.
Seaside, Oregon.

To Tillamook County, Dr.

| | | | | |
|---|---|---|---|---|
| To rental Holt 45, June 11 to Oct. 9, 1926 @ $200.00 | | | $786.67 | |
| To rental Grader July 7 to Oct. 14, 1926 @ $50.00 | | | 161.67 | $948.34 |
| **Repairs - Cat** | | | | |
| **Steinbach Iron Works** | | | | |
| Oct. 22 | On Cat frame 6½ hrs | | 9.75 | |
| | 100 ft Gas | | 6.00 | |
| 23 | On Cat frame 8 hrs | | 12.00 | |
| 25 | On Cat frame 5 hrs | | 7.50 | |
| | 120 ft gas for cutting | | 7.20 | |
| 26 | On Cat frame 10 hrs | | 15.00 | |
| | 40 ft Gas for cutting | | 2.40 | |
| 27 | On Cat 5hrs @ $1.50 | | 7.50 | |
| | " " 4 hrs @ 1.00 | | 4.00 | |
| 28 | On cat frame 14½ hrs @ 1.50 | | 21.75 | |
| | " " " 14½ " @ 1.00 | | 14.50 | |
| 29 | " " " 8 " @ 1.50 | | 12.00 | |
| 30 | " " " 8 " @ 1.00 | | 8.00 | |
| | " " " 3 " @ 1.50 | | 4.50 | |
| 31 | " " " 9 " @ 1.50 | | 13.50 | |
| | " " " 9 " @ 1.00 | | 9.00 | |
| | 208 5/8" rivets | | 5.20 | |
| | 30 ft 3" of 6" extra heavy channel iron | | 25.85 | |
| Nov. 8 | Repair and weld gear housing for cat | | 4.50 | 190.15 |
| **Loggers & Contractors Machinery Co.** | | | | |
| Nov. 24 | 1 129-SA Tank | | 12.50 | |
| | 1 AM 319 Screen | | 3.25 | |
| | 12 E-2693 Rollers | 1.25 | 15.00 | |
| | 1 E 2622 Cap | | 21.00 | |
| | 2 1900 SS Spring | .90 | 1.80 | |
| | 1 1558 SF Cranking Cap | | 3.90 | |
| | 1 M 1010 S Change Speed Shaft | | 7.70 | |
| | 1 3766-SB Bushing | | 9.40 | |
| | 12 160585 Bolt | .50 | 6.00 | 80.55 |
| 24 | 1 M 9000 Clamp | | 1.15 | |
| | Postage | | .20 | 1.35 |
| **Payroll** | | | | |
| October | Tom Ewan 6 das @ 5.50 | | 33.00 | |
| | P. E. Allen 5 das @ 5.00 | | 25.00 | |
| | Carried forward | | 58.00 | 1220.39 |

H. S. BRIMHALL, COUNTY CLERK

# TILLAMOOK COUNTY

OFFICE OF THE CLERK

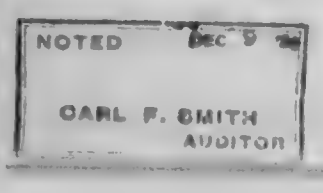
TILLAMOOK, OREGON

| | | | | |
|---|---|---|---|---|
| | | Brought forward | 58.00 | 1220.39 |
| October | Homer Ison | 1 day @ 4.00 | 4.00 | |
| November | Bill Ewan | 3 das @ 5.00 | 15.00 | |
| | P. E. Allen | 6 das @ 5.00 | 30.00 | 107.00 |
| | | | | 1327.39 |

There will be, in addition to the amounts billed, other parts which have been ordered, but not received, freight bills on parts and further payroll accounts in re-assembling the machine.

We wish, also, to call your attention to the claim of H. M. Moody of Seaside, Oregon, for repairs to the Grader before its return to Tillamook County. This job has been billed against Tillamook County, but according to Mr. Reed, should be paid by the Motor Investment Company. This claim has not been paid by Tillamook County.

Copies to
Motor Investment Co.
Oregon State Highway Commission.



#860-40c-1
PR 115

MOTOR INVESTMENT CO.
109 CITIZENS Bank Building
PORTLAND OREGON

December 7, 1925.

Motor Investment Company,
109 Citizens Bank Building,
Portland, Oregon.

Attention C. C. Hall, Secretary.

Gentlemen:

Receipt is acknowledged of your letter of yesterday enclosing letter of the New Amsterdam Casualty Company, surety on the bond on your contract No. 860, Gaston Beach Junction-Hamlet Junction Section in Clatsop County in which they consent to the extension being made.

Please be advised that your application will be referred to the Highway Commission at their meeting on December 22nd and you will be advised after that date.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Maloney,
Chief Clerk.

Dict. by J. McFarland.

...President J. R. WIDMER, Treasurer C. C. HALL, Sec'y and Gen. Mgr.

# MOTOR INVESTMENT CO.

109 CITIZENS BANK BUILDING
Telephone EAST 0940
PORTLAND, OREGON

December 6, 1926

State Highway Commission,
Salem,
Oregon.

Gentlemen:

In compliance with your request, we are herewith sending you the consent of the New Amsterdam Casualty Company, surety on Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Highway.

Please write us a letter granting this extension.

Yours sincerely,

MOTOR INVESTMENT CO.

By _____
Secretary

CCH:HL
Inc. 1

November 22, 1926.

Motor Investment Company,
109 Citizens Bank Building,
Portland, Oregon.

Gentlemen:

We have your letter of November 19th requesting an extension of time to December 1st on your contract No. 889, Cannon Beach Junction-Hamlet Junction Section in Clatsop County.

In order to complete our file please send in the written consent of your surety on the bond to accompany your application for this extension.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Olsleyer,
Chief Clerk.

Dict. by J. McFarland.

#360-45(C-1
PR 110

October 2,1926

The New Amsterdam Casualty Company,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

There is inclosed herewith a copy of amended notice of claim of Harry H. Johnson, against the Motor Investment Company, which same has been filed in the office of the Secretary of State by Mr. Johnson's attorney, L. W. Chilcote, of Tillamook, Oregon.

At the request of the Secretary of State we are sending this to you, as you are the surety on the bond furnished by the Motor Investment Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk

HBG:S
Inc

October 2,1926

Hon. Sam A. Kozer,
Secretary of State,
Salem, Oregon.

Dear Sir:

Attention H. J. Enna, Filing Division.

Your letter of the 30th ultimo, inclosing amended notice of claim of Henry E. Johnson against the Eaton Investment Company, has been received, and we wish to advise you that we are today forwarding a copy of this amended notice to the principal and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

By

RAK:S

R. B. Chaisyer,
Chief Clerk.

October 2, 1926

Motor Investment Company,
109 Citizens Bank Bldg.,
Portland, Oregon.

Gentlemen:

We are inclosing in this letter a copy of the amended notice of claim of Harry H. Johnson against yourselves, in the amount of $369.17, for labor performed for you in connection with your contract for the construction of the "Cannon Beach Junction-Hamlet Junction Section", of the Roosevelt Coast Highway in Clatsop County. This is mailed to you at the request of the Secretary of State.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Slaigver,
Chief Clerk.

HBS:S
Enc

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
OCT 2 1926
OREGON
STATE HIGHWAY COMMISSION

September 30, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from L. F. Callahan, Attorney-at-Law, Tillamook, Oregon, and filed as of this date, an amended notice of claim by Harry H. Johnson for 1 labor in the sum of $369.17 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for work on the "Cannon Beach Junction-Hamlet Junction Section" of the Roosevelt Coast Highway

We are enclosing a certified copy of this amended notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

#86

Seeley & Co.
Add'l Bond

L

H. B. G.

# United States of America

## STATE OF OREGON

### AMENDED NOTICE OF CLAIM

TO THE SECRETARY OF STATE OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Harry H. Johnson has a claim for labor, being work done by him as a mechanic, truck driver, and "trouble mechanic", in the sum of, to wit $369.17 against the bond taken from the Motor Investment Company, a corporation, as principal, the New Amsterdam Casualty Company, as surety, for the work of constructing, or improving, that part of the Roosevelt Coast Highway which is commonly known as the "Cannon Beach Junction-Hamlet Junction Section" of said Highway, and which is being constructed, or improved, under State Highway Contract No. 860.

This is an amended notice filed for the purpose of correcting a mistake in the amount shown in the prior notice in this matter already on file.

HARRY H. JOHNSON

ENDORSED:
File No. 538
Filed September 30, 1926, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of amended notice of claim by Harry H. Johnson for labor in the sum of $369.17 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for the work of constructing or improving the "Cannon Beach Junction-Hamlet Junction Section" of the Roosevelt Coast Highway, with the original amended notice of claim filed in the office of the Secretary of State on September 30, 1926, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of September, A. D. 1926.

Secretary of State

By _____
Deputy

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of amended notice of claim by Harry H. Johnson for labor in the sum of $369.17 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for the work of constructing or improving the "Cannon Beach Junction-Hamlet Junction Section" of the Roosevelt Coast Highway, with the original amended notice of claim filed in the office of the Secretary of State on September 30, 1926, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of September, A. D. 1926.

Secretary of State

By _____
Deputy

PR #115

September 28, 1926.

Mr. J. W. McCallister
Office

I have discussed with Mr. Clarke the matter of payment for certain items in connection with the Greenwood & Dunn contract for the grading of the Cannon Beach Junction-Hamlet Junction Section, and the following methods have been agreed upon:-

1. Truck haul quantities will be based upon embankment measurements in all cases, but owing to the fact that the preliminary embankment cross-sections were taken before the grubbing work was done, and that the embankment quantities do not, therefore, include the volumes of stump holes, an allowance for the truck hauling of materials used to fill the stump holes will be made as follows:

It will be assumed that the materials used in the construction of embankments on those portions of the project which involve truck haul, have a shrinkage of ten per cent as between the volumes which they occupy in original position and the volumes which they occupy in the embankments. Then, where the excess of cross-sectioned excavation quantities over cross-section embankment quantities is greater than ten per cent of the excavation quantities, it will be assumed that the portion of the excess which is over ten per cent is the quantity of material required to fill the stump holes, and truck haul payment will be allowed upon that portion of the excess.

It will be seen that the above arrangement is equivalent to allowing truck haul upon the materials as measured in excavation, less ten per cent, this to apply of course, only where the Resident Engineer has indicated that the cross-sectioned embankment quantities are inaccurate due to their not including the stump holes.

2. Excessive lengths of pile cut-offs will be carried in the estimate as "unused piling", and payment will be made for same at a price equal to the cost of piling delivered at the site of the work. A price agreement will be drawn to apply to this item.

3. The extra grubbing required under embankments (3.4 metres) will not be carried on the estimate shown, but compensation for same will be included in a final settlement adjustment.

Very truly yours,

S. H. Probert
Office Engineer.

SHP/AP

CC CC PR 115

September 25, 1926.

New Amsterdam Casualty Company,
c/o Bentley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing to you in this letter certified copy of the notice of claim of Henry [illegible] Johnson against the Motor Investment Company, the original of which is on file in the Secretary of State's office. This is being mailed to you as you appear as surety on the bond furnished by the Motor Investment Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

PR 115

September 25, 1926.

Motor Investment Company,
100 Citizens Bank Bldg.,
Portland, Oregon.

Gentlemen:

We enclose certified copy of the notice of the claim of Harry H. Johnson against yourselves in the sum of $252.95. This has been received from the Secretary of State and is being forwarded to you at his request.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

#860-48c-1
PR 115

September 25, 1926.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Salem, Oregon.

Attention Mr. W. J. Hagg, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 23rd inst. enclosing three certified copies of the notice of the claim of Harry E. Johnson against the Motor Investment Company.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 23, 1926

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from L. F. Callahan, Attorney-at-Law, Tillamook, Oregon, and filed as of this date a notice of claim by Harry H. Johnson for labor in the sum of $282.99 against the bondtaken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for work on the "Cannon Beach Section-Hamlet Junction Section" of the Roosevelt Coast Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

FILING DIVISION,

By M. J. Kaas

#860
Cannon Beach Jct. Hamlet Jct.
suit.
New Amsterdam Cas Co
Bailey & Co
Ed Trade
H.

United States of America

STATE OF OREGON

TO THE SECRETARY OF STATE OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Harry H. Johnson has a claim for labor, being work done by him as a mechanic, truck driver, and "trouble mechanic", in the sum of, in wit $283.33 against the bond taken from the Motor Investment Company, a corporation, as principal, the New Amsterdam Casualty Company, as surety, for the work of constructing, or improving, that part of the Roosevelt Coast Highway which is commonly known as the "Cannon Beach Junction-Hamlet Junction Section" of said Highway, and which is being constructed, or improved, under State Highway Contract No. 860.

HARRY H. JOHNSON

ENDORSED:
File No. 537
Claim of Harry H. Johnson for labor performed for Motor Investment Co. under Highway Contract No. 860.
Filed Sept. 23, 1926, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Harry H. Johnson for labor in the sum of $282.99 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for the work of constructing or improving the "Cannon Beach Section-Hamlet Junction Section" of the Roosevelt Coast Highway, with the original notice of claim filed in the office of the Secretary of State on September 23, 1926, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 1926.

Sam A. Kozer

Secretary of State

# STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Harry H. Johnson for labor in the sum of $282.99 against the bond taken from the Motor Investment Company, principal, and the New Amsterdam Casualty Company, surety, for the work of constructing or improving the "Cannon Beach Section-Hamlet Junction Section" of the Roosevelt Coast Highway, with the original notice of claim filed in the office of the Secretary of State on September 23, 1926, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 1926.

Sam A. Kozer

Secretary of State

By _____

Deputy

PR 115

MOTOR INVESTMENT CO.

PORTLAND, OREGON

September 23, 1924.

Motor Investment Company,
109 Citizens Bank Building,
Portland, Oregon.

Attention Mr. C. C. Hall, Secretary.

Gentlemen:

Supplementing our letter to you of the 22nd inst and replying to your letter of that date which was received in today's mail, will say that warrants will be mailed to you in the usual manner notwithstanding the claim of Harry Johnson.

Regarding the warrant for your August estimate, will say that the voucher at the present time is out for signature by the Highway Commission. As soon as it is returned we will place it in line for immediate payment and will expedite the matter as much as possible.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

RBG:LM

J. R. WIDMER, Treasurer C. C. HALL, Sec'y and Gen. Mgr.

MOTOR INVESTMENT CO.
109 CITIZENS BANK BUILDING
Telephone EAST 0940
PORTLAND, OREGON

September 22, 1926

State Highway Commission,
Salem,
Oregon.

Attention H. B. Glaisyer

Gentlemen:

We are in receipt of a copy of letter which the New Amsterdam Casualty Company mailed you this day.

We hope that this will straighten up the matter of the Harry Johnson claim so that no money will be held back on the payment as per your previous letter.

We have not yet received check for August estimate. We sent you duplicate estimate satisfactorily signed last week. We would appreciate very much if you could send us this check at once as it is rather a large estimate and it has been a long time since we received any money.

Yours sincerely,

MOTOR INVESTMENT CO.

By
Secretary

CCH:HL

PR 116

MOTOR INVESTMENT CO.

September 15, 1926.

Motor Investment Company,
109 Citizens Bank Building,
Portland, Oregon.

Attention Mr. C. C. Hall, Secretary.

Gentlemen:

We wish to acknowledge receipt of your letter of the 14th inst. regarding the claim of Harry Johnson.

We note that this is a disputed claim and you do not desire this to interfere with the payment of your estimates. In this connection will say that no interference will be caused if you will furnish us with a written statement from the surety on your bond to the effect that the bond will not be prejudiced by our making payments in the usual manner, notwithstanding the existence of this claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

J. R. WIDMER, Treasurer

C. C. HALL, Sec'y and Gen. Mgr.

MOTOR INVESTMENT CO.
109 CITIZENS BANK BUILDING
Telephone EAST 0940
PORTLAND, OREGON

September 14, 1926

Mr. Roy A. Klein,
State Highway Engineer,
c/o State Highway Commission,
Salem, Oregon.

Dear Sir:

Your letter of September 13, 1926, received regarding claim of Harry Johnson for wages, filed with you by L. F. Callahan, attorney.

This is to advise you that they filed the claim with this office, also notified our bonding company, and have threatened to file suit. This is a disputed claim, and one which we intend to contest legally. In fact, there is no foundation for the claim. He has been paid according to his contract.

We do not desire this to interfere with our estimates. Please advise us what action we can take so as to arrange so that this will not interfere with our estimates.

Yours sincerely,

MOTOR INVESTMENT CO.

By C. C. Hall
Secretary

CCH:HL

H. B. G.

Eq 116

September 13, 1926.

Motor Investment Company,
106 Citizens Bank Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received a letter from L. F. Callahan, Attorney at Law, Tillamook, Oregon, in which he advises us of the claim of Mr. Harry Johnson against yourselves for labor performed for you in the sum of $268.99, in connection with your Contract No. 260.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

September 13, 1926.

New Amsterdam Casualty Company,
Seeley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This is to advise you as surety on the bond furnished by the Motor Investment Company, in connection with their contract for the surfacing of the Cannon Beach Junction-Hamlet Junction Section, that we have received a notice from L. F. Callahan, Attorney at Law, Tillamook, Oregon, of the claim of Mr. Harry Johnson against the Motor Investment Company in the sum of $282.99, for labor furnished in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

September 10, 1926.

Mr. H. B. Van Duzer,
State Highway Commissioner,
455 Grand Avenue,
Portland, Oregon.

Dear Sir:

In response to your telephone inquiry regarding fire near Black Bridge on the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Highway in Clatsop County, the only one in which this department has been involved in any way is the one referred to in the attached correspondence, copies of which are forwarded for your information.

Very truly yours,

State Highway Engineer.

HAK:HI

OQ-115

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

April 9, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #115, Cannon Beach Junction-Hamlet Junction section of the Roosevelt Coast Highway in Clatsop county. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURVELL, District Engineer,

By T. M. Davis
Acting

RECEIVED
APR 10 1926
OREGON
STATE HIGHWAY COMMISSION

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 27, 1925, by the State Highway Commission of Oregon, and on April 20, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 115; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said project to provide for the construction of a crushed rock surface over the entire length thereof, and by reason thereof has requested that the estimate of cost approved for said project be increased from $154,539.00 to $220,055.00, and that the Federal funds approved and set aside to the credit of said project be increased from $94,268.79 to $134,233.55;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred thirty-four thousand, two hundred thirty-three and 55/100 dollars ($134,233.55) as the share of the United States payable under said act on account of said project which does not exceed 61 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of said project shall not in any event exceed (a) the said sum of one hundred thirty-four thousand, two hundred thirty-three and 55/100 dollars ($134,233.55), certified to the Secretary of the Treasury as above mentioned, being 61 per cent of two hundred twenty thousand, fifty-five and 00/100 dollars ($220,055.00), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 13th day of February, 1926, and the Secretary of Agriculture on the 16th day of March, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

FOR AUTHORITY OF THE HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 180+00 three miles south of Seaside at Cannon Beach junction, and survey station 723+42.6 at Hamlet junction,

locally known as the Roosevelt Coast Highway between Astoria and Hebo, Clatsop County,

and designated in the records of this Department as Project No. 115, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $220,055.00 in lieu of the $94,268.79 approved by Certificate of April 20,1925. as the total estimated cost of said project, and the sum of $134,233.55 as the share of the United States, payable under said acts on account of such project, which does not exceed 61 per cent of said total estimated cost.

Done at the city of Washington, this 16th day of March one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4830

Form 19—8106—42K—3-25.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

80-113

RECEIVED
State Highway Engineer

Date March 23, 1925

Job Name Cannon Beach Junction-
Hamlet Junction Section

Week from 3-15 to 3-20

Mail Address Seaside, Oregon.

Highway Roosevelt Coast

Telegraph or Telephone Address Same

County Clatsop Job Prefix 4 PC-1

Express and Freight Address Same

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

The contractors shot their coyote hole on the 20th and broke approximately 12000 cubic yards of rock. The shot was put off at three oclock and the road was opened for travel at five that evening.

RECEIVED
MAR 26 1925

NOTED
W. D. CLARKE

(See back of this sheet for instructions and detailed information.)

Signed J. L. Gray

Title Resident Engineer.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... 7 ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* ..... Nov. 1 1926 .....

*Number men in Engineering Party* ..... 4 .....

## SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... 4 PC-1 ..... *Percentage* ..... 10 .....

*Other jobs* ..... 2 V 4 ..... *Percentage* ..... 90 .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

09-115-

Motor Investment Company,
108 Citizens Bank Building,
Portland, Oregon.

Attention Mr. C. C. Hall, Secty.

Gentlemen:

We have your letter of the 20th inst. relative to the contract for the Cannon Beach Junction-Hamlet Junction surfacing.

In reply will say that all copies of this contract have been executed by all parties concerned and they are now in the hands of the attorney for approval. Mr. Devers our attorney has been away from the office on business most of the time since the contracts were returned on the 15th of this month so he has not had sufficient time to look them over for approval. We expect him in the office again this afternoon and will call this matter to his attention. We have no reason to believe that you will not have the contract within the next few days.

The non-receipt of your copy of the contract should not delay you in starting the project if you so desire.

Very truly yours,

ROY A. KLEEB,
State Highway Engineer,

By

H. B. Gleiseyer,
Chief Clerk.

HBG:JM
Dictaphone.

CC

#769-40C

Form 39—M305—4M—3-25.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

09 1125

NOTED

State Highway Engineer

Date February 6, 1926

Job Name Cannon Beach Junction-Hamlet Junction

Week from Jan. 25 to Jan. 30, 1926.

Highway Roosevelt Coast

Mail Address Seaside, Oregon.

County Clatsop Job Prefix 4 PC

Telegraph or Telephone Address Same

Express and Freight Address Same

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Final estimate on this job completed and sent to Salem office on the 29th.

Travelled parts of the road over this section is in very good condition.

Chas. McMillan, Computor, was laid off the 31st due to having no more computing wprk at this time.

NOTED

State Highway Engineer

NOTED
W. D. CARKE

RECEIVED
FEB 3 1926
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed G. S. Gray

Title Resident Engineer.

#269-40C

## GRADING CONSTRUCTION

Total miles of grading on project ..... 10.2

Miles completed ..... 10.2

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned ..... 10.2

Miles cross-sections completed and checked ..... 10.2

Miles to be remeasured .....

Number men in Engineering Party ..... 4

Contractor's average force for week ..... men,

..... teams, ..... steam shovels

Grading work will be completed about ..... Nov. 7. 1925.

## ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

## SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ..... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

This job 4 IC ..... Percentage 90

Other jobs ..... Maint. ..... Percentage 10.

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

#269-40C

99 115

January 31, 1926

Mr. Edward C. Judd,
Attorney at Law,
Astoria Savings Bank Building,
Astoria, Oregon.

Dear Sir:

This letter will acknowledge receipt of yours of the 20th inst., advising us of the claim of Jasper Hovgaard against Greenwood & Dann being for damage done to his property by reason of the construction of the Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway in Clatsop County, state highway contract No. 769, which contract was awarded to Greenwood & Dann by the Highway Commission.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

EDW. C. JUDD
ATTORNEY AT LAW
ASTORIA SAVINGS BANK BLDG.
ASTORIA, OREGON

January 20, 1926.

State Highway Commission
of the State of Oregon,
Salem, Oregon;

Messrs. Greenwood & Dann,
500 North Front Street,
Portland, Oregon.

#169

Aetna Casualty & Surety Co.,
c/o Messrs. Bates, Lively & Pearson,
Yeon Building, Portland, Oregon.

Gentlemen:

I herewith hand you the claim of Jasper Hovgaard for damages by reason of the fact that the contractors, Greenwood & Dann, in building the section of the Roosevelt Highway known as the "Cannon Beach-Hamlet Junction Section" in Clatsop County, Oregon, wasted and deposited large quantities of material consisting of rock, logs and timber outside of the right of way and on the property of Jasper Hovgaard.

I ask you, and each of you, to acknowledge receipt of this claim, and I further inform you that Mr. Hovgaard has instructed me to take this matter into the court, which I will do if the claim is not settled by the first of February.

Respectfully yours,

incl.
ECJ:M

Astoria, Oregon,
January 20, 1926

Messrs. Greenwood & Dann,
500 North Front Street,
Portland, Oregon.

To Jasper Hovgaard, Dr.

To damages depositing rock, logs and trees on the property of Jasper Hovgaard as follows:

| | |
|---|---|
| Rock scattered over meadows and pasture land from blasting | $100.00 |
| Rock and trees deposited on the Hovgaard property | 150.00 |
| Rock deliberately wasted off the right of way and on the property of Hovgaard | 3,250.00 |
| Damage to house roof from rock thrown by blasting | 3.00 |
| TOTAL.....$ | 3,500.00 |

#769-48C

January 28, 1926.

P. R. 116

Astoria Crushed Rock Company.
Astoria, Oregon.

Attention Mr. C. Ziegler, Treasurer.

Gentlemen:

We have your letter of the 26th inst. advising us of your claim against Greenwood & Dann in the sum of $115.00 it being for rental of a steam shovel in connection with their contract for the grading of the Cannon Beach Junct.on-Hamlet JunctionSection of the Roosevelt Coast Highway.

In reply will say that all labor and material claims and all just debts, dues and demands incurred against this project are protected by the bond furnished by the contractors. The surety on this bond is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are local agents. Their offices are in the Yeon Building, Portland, Oregon.

We would suggest that you file notice of your claim with the surety company and it will then no doubt be given due consideration. Should you secure no satisfaction in this manner you still have recourse to action in the courts as provided by Section 2991, Oregon Laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

T. HILDEBRAND, Secretary and Treasurer

# ...TORIA CRUSHED ROCK COMPANY

INCORPORATED

Crushed Rock of Different Sizes for Macadam on Roads, Walks and Draining Ditches; also Specially Prepared for Concrete Work, Foundations, Sidewalks and Walls

Teaming and Grading Contractors

Rock Delivered with own Teams and Trucks

ASTORIA, OREGON, January 26.1926 192___

Mr. Roy A. Klein. State Engineer.

Salam. OregoN.

Dear Sir:-

Greenwo'd & Dann rented our shovel for some work at seaside and we rented the shovel to them at a rate of $ 20.00 per day. They have paid all but $ 115.00 and claim the shovel did not work on certain days.

We have the receipts of the days they claim that the shovel did not work signed by their foremen . October the 16th. was the last day they used the shovel and on Nov. they paid us $800.00 and on Dec. 29th. 1925 $ 352.48 leaving a balance of $ 115.00 to make up our Bill of $ 1267.48.

#169

What recourse do we have to get out money, as they did not answer our letter? The work done was for the State of Oregon.

Trusting to hear from you

I am , Very truly yours

Astoria Crushed Rock Co.

G. Fiegel
Treas.

To Astoria Crushed Rock Co

ADMINISTRATIVE H. B. C.

January 26, 1926 FR 115

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Cannon Beach Junction-Hamlet Junction Section, Oregon Project No. 115.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeCoux/AP

Encls.

Oregon State Highway Department — Project No. 118.

CANNON BEACH JUNCTION--HAMLET JUNCTION SECTION OF THE ROOSEVELT COAST HWY.

IN TILLAMOOK COUNTY

(Estimate as basis for Modified Agreement. Revised to include contract for Surfacing.)

Salem, Oregon, January 2d, 1928.

GRADING

| | | | | |
|---|---|---|---|---|
| All Required | Clearing and Grubbing | | | $ 25,000.00 |
| 66,700 cu.yds | Class "A" Excavation | | .47 | 31,349.00 |
| 17,500 cu.yds | Class "B" Excavation | | .90 | 15,750.00 |
| 8,000 cu.yds | Class "C" Excavation | | 1.10 | 8,800.00 |
| 21,000 cu.yds | Class "D" Excavation | | .78 | 16,380.00 |
| 150,000 sta.yd | Overhaul | | .05 | 6,000.00 |
| 3,000 mi.yds | Overhaul | | .50 | 1,750.00 |
| 150 lin.ft. | 6" Perous Drain Tile | | .50 | 75.00 |
| 550 lin.ft. | 12" Concrete Pipe | | 1.50 | 825.00 |
| 900 lin.ft. | 18" " " | | 3.70 | 3,441.00 |
| 600 lin.ft. | 24" " " | | 5.70 | 3,870.00 |
| 600 lin.ft. | 30" " " | | 8.00 | 5,100.00 |
| 40 cu.yds | Class "A" Concrete | | 30.00 | 1,200.00 |
| 130 cu.yds | Class "C" Concrete | | 25.00 | 3,250.00 |
| 5,000 lbs | Metal Reinforcement | | .03 | 154.00 |
| 186 M-FBM | Lumber & Timber | | 65.00 | 12,090.00 |
| 5,100 lin.ft | Timber Piling | | .90 | 4,080.00 |
| 250 cu.yds | Rip Rap | | 2.50 | 625.00 |
| 15 cu.yds | Rock Backfill for Tile Drains | | 3.00 | 45.00 |

SURFACING

| | | | |
|---|---|---|---|
| 12,000 cu.yds | Sub-base Course Surfacing | 1.91 | 23,575.00 |
| 9,000 cu.yds | Base Course Surfacing | 1.93 | 17,370.00 |
| 7,500 cu.yds | Top Course Surfacing | 1.95 | 14,625.00 |
| 5,000 cu.yds | Filler | .35 | 1,750.00 |
| 7,500 yd.mi | Hauling Filler | .20 | 1,500.00 |
| 2,000 cu.yds | Stripping Filler Pits | .22 | 440.00 |
| | Sub-total | | $ 200,050.00 |
| | 10% Engr. & Cont. | | 20,005.00 |
| | | | $ 220,055.00 |

Length of Project 10.252 Miles

Cost per mile $21,464.59

State Funds Available - $ 85,821.45
Federal Aid Requested - 134,233.55 (61%)

$ 220,055.00

January 12, 1926

Nr 116

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analyses and four copies of special provisions covering the surfacing of the Cannon Beach Junction-Neahkahnie Junction Section of the Roosevelt Coast Highway in Clatsop County, Oregon Project No. 116.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encls.

Oregon State Highway Department — Project No. 118

## SARGENT BEACH JUNCTION—HAMLET JUNCTION SECTION OF THE ROOSEVELT COAST HIGHWAY

## IN CLATSOP COUNTY

(Estimate with special provisions for surfacing. Not as basis for project Agreement.)

Salem, Oregon, January 12, 1926.

| | | | |
|---|---|---|---|
| 12,500 cu.yds | Sub-base course surfacing | 2.05 | $ 25,625.00 |
| 9,000 cu.yds | Base Course surfacing | 2.17 | 19,530.00 |
| 7,500 cu.yds | Top Course Surfacing | 2.29 | 17,175.00 |
| 5,000 cu.yds | Filler | .75 | 3,750.00 |
| 7,500 yd.mi | Hauling Filler | .25 | 1,875.00 |
| 2,000 cu.yds | Stripping Filler Pits | .40 | 800.00 |
| | Sub-total | | $ 68,755.00 |
| | 15% Engr. & Cont. | | 6,875.50 |
| | Total | | $ 75,630.50 |

Length of Project 10.252 miles

Cost per mile $ 7,377.14

| | |
|---|---|
| State Funds Available | $ 30,252.20 |
| Federal Aid Requested | $ 45,378.30 |
| | $ 75,630.50 |

## UNIT PRICE ANALYSIS

| | Sub-base | Base | Top |
|---|---|---|---|
| Quarrying | .40 | .40 | .40 |
| Crushing & Screening | .53 | .44 | .54 |
| Hauling ( 3 Mi. @ 25¢ | .75 | .75 | .75 |
| Placing & Finishing | .30 | .30 | .30 |
| Sub-total | $ 1.78 | $ 1.89 | $ 1.99 |
| 15% Profit | .27 | .28 | .30 |
| Estimated bid price | $ 2.05 | $ 2.17 | $ 2.29 |

#769- 48C

November 17, 1925.

Mr. Wm. C. Judd,
Attorney at Law,
Astoria Savings Bank Bldg.,
Astoria, Oregon.

Dear Sir:

This letter will acknowledge receipt of a carbon copy of your letter concerning the claim of A. J. Scott against Greenwood & Dame, it being in amount $80.00 for lumber appropriated from his shingle mill by employees of Greenwood & Dame.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ODD
NEY AT LAW
IA SAVINGS BANK BLDG.
ASTORIA, OREGON

November 16, 1925.

State Highway Commission,
Salem, Oregon.

Messrs. Greenwood & Dann,
Contractors,
500 North Front Street,
Portland, Oregon.

Aetna Casualty & Surety Co.,
c/o Messrs. Bates, Lively & Pearson,
Yeon Building, Portland, Oregon.

Gentlemen:

I herewith hand you the claim of A. J. Scott against your company for the lumber and material which your agents and employees took, carried away and converted to their own use on the Scott place through which the Roosevelt Highway runs.

This lumber was the lumber in the building known as the "shingle mill". The reasonable value of this lumber was $50.00.

Respectfully yours,

Rho Judd

incl.
RCJ:M

M. B. C.

EDW. C. JUDD
ATTORNEY AT LAW
ASTORIA SAVINGS BANK BLDG.
ASTORIA, OREGON

November 16, 1925.

Messrs. Greenwood & Dann,
Contractors, 500 N. Front St.,
Portland, Oregon.

To A. J. Scott, Dr.

For lumber which the employees of Greenwood & Dann took, carried away and converted to their own use from the Scott place through which the Roosevelt Highway runs, under contract Greenwood & Dann had with Clatsop County to improve; said lumber being contained in "shingle mill" of reasonable value of $50.00

I am also enclosing a check from Greenwood and Dann for $4.00 to reimburse you for the amount paid the driver.

We regret the other inconveniences you were put to but find it impossible to keep roads easily passable at all times while constructing new ones.

Very truly yours,

J. S. Gray
Resident Engineer.

RECEIVED
SEP 14 1925
OFFICE OF
DIVISION ENGINEER

Seaside, Oregon.
Sept. 13, 1925.

Mrs. Clarence Lewis,
Tillamook, Oregon.

Dear Madam;

Replying to your letter of the 2nd, addressed to the State Highway Department, I regret to hear that you had been charged for being towed through the bad place in the road. The section between Cannon Beach Junction and Hamlet Junction is under construction and just previous to the date you mention, Aug. 31, we had such heavy rains as to make the road very difficult of passage. To aid the travelling public at this time the contractors, Greenwood and Dann, arranged to have a team on the spot at all times to help cars through.

The contractors and myself investigated the matter of charging you and the driver has been dismissed from the work. I am also enclosing a check from Greenwood and Dann for $4.00 to reimburse you for the amount paid the driver.

We regret the other inconveniences you were put to but find it impossible to keep roads easily passable at all times while constructing new ones.

Very truly yours,

G. S. Gray
Resident Engineer.

RECEIVED
SEP 14 1925
OFFICE OF
DIVISION ENGR
DIVISION NO.

09 115

...ZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

Seaside, Oregon.
Sept. 12, 1925.

IN YOUR REPLY PLEASE REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir;

Replying to your letter of the 8th I am enclosing a copy of the letter to Mrs. Lewis which explains the action I have taken in the matter complained of.

The road at that time was in a very bad shape but Greenwood and Dann did the best they could to maintain traffic over a period of several wet days.

Just at present the road is as good as can be expected of a road under construction and as a large part of the new grade that is being travelled has received a temporary covering of rock we hope to have less trouble in the future.

Very truly yours,

G. S. Gray
Resident Engineer.

RECEIVED
SEP 14 1925
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

REFERRED TO
Clarke
By State Highway Engineer

NOTED
W. D. CLARKE

September 8, 1925.

Mr. C. S. Gray,
Resident Engineer,
Seaside, Oregon.

Dear Sir:

Please investigate the circumstances complained of in the attached letter, dated September 2, from Mrs. Clarence L. Lewis of Tillamook, and take the necessary steps to avoid a repetition of such conditions in the future.

Very truly yours,

State Highway Engineer.

PAK:HI

cc W. D. Clarke

COPY

Tillamook, Ore.

Sept. 2, 1925.

State Highway Department

Salem Oregon.

Dear Sirs:

On your highway, just out of Seaside that is in such a terrible condition last Monday evening we got stuck right in the middle of the road nearly covering the engine.

The road men charged us four dollars to pull us out with their horses and we had broken the front spring to our Overland car which is going to cost us twelve dollars more to get fixed.

We were not the only ones getting stuck in that same spot and in fact could have been wretched a number of times before reaching this place.

The camp was about two miles on beyond and the idea of not even a lantern or any signal is a terrible thing for tourists besides charging people such outlandish prices for pulling one out of the middle of a highway.

If it had not been dark and having three small children in the car we would have sat there until morning before paying your men such prices for pulling us out of middle of a highway.

This letter is written in the hopes you will look into this matter not alone for our betterment but for others coming over this road from other states.

Thanking you

I remain

Box 673

(sgd) MRS. CLARANCE L. LEWIS

09 115

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# COMMISSION

17, 1925.

IN YOUR REPLY PLEASE REFER TO FILE NO. 4 PO

ATTENTION: .....

NOTED

State Highway Engineer

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facing would very largely be lost because that gravel would not make any material reduction in the amount of broken stone or crushed gravel material which would be used in the other surfacing of the road.

It, therefore, seems to me now that it might be wise to let our contract for surfacing in the near future upon a specification requiring completion this year of surfacing over at least these sections where the new road must be used during the winter and the final completion of the contract next season. While some of this surfacing material might be lost because of its being placed upon a comparatively green grade, yet I believe such loss would not be so large as the entire loss of the temporary gravel surfacing. I believe this would have been true in any case but particularly so because the contractor is using teams for the construction of his roadbed almost exclusively and is thereby securing a much better

Sept 2-1925

State Highway Department
Salem Oregon

Dear Sirs: On your highway just out of Seaside that is in such a terrible condition last monday evening we got stuck right in the middle of the road. Nearly covering the engine. The road men charged us four dollars to pull us out with their traces and we had broken the front spring to our Overland car

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ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

COMMISSION

17, 1925.

IN YOUR REPLY PLEASE REFER TO FILE NO. 4 PO

ATTENTION:

NOTED

State Highway Engineer

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It, therefore, seems to me now that it might be wise to let our contract for surfacing in the near future upon a specification requiring completion this year of surfacing over at least these sections where the new road must be used during the winter and the final completion of the contract next season. While some of this surfacing material might be lost because of its being placed upon a comparatively green grade, yet I believe such loss would not be so large as the entire loss of the temporary gravel surfacing. I believe this would have been true in any case but particularly so because the contractor is using teams for the construction of his roadbed almost exclusively and is thereby securing a much better

small children in the
care we would keep
Kept out there until
morning before you give
your men such pricks
for pulling us out of
middle of the highway.

This letter is written
in the hopes you will
look into this matter
not alone for our betterment
but for others coming
over this road from
other states.

Thanking you
I remain
Mrs Clarance L Lewis

Box 673

00 115

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

**COMMISSION**

17, 1925.

IN YOUR REPLY PLEASE REFER TO FILE NO. 4 PC

ATTENTION:

NOTED

State Highway Engineer

consideration the question
Hamlet Section. In the or-
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1926 season and that in such
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It, therefore, seems to me now that it might be wise to let our contract for surfacing in the near future upon a specification requiring completion this year of surfacing over at least these sections where the new road must be used during the winter and the final completion of the contract next season. While some of this surfacing material might be lost because of its being placed upon a comparatively green grade, yet I believe such loss would not be so large as the entire loss of the temporary gravel surfacing. I believe this would have been true in any case but particularly so because the contractor is using teams for the construction of his roadbed almost exclusively and is thereby securing a much better

FORM 2A 89108 10M-6-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

09 115-

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM July 17, 1925.

IN YOUR REPLY PLEASE REFER TO FILE NO. 4 PC

ATTENTION:

Mr. Roy A. Klein,
State Highway Engineer,
O f f i c e.

NOTED
State Highway Engineer

Dear Sir:

I would like to present for your consideration the question of surfacing of the Cannon Beach Junction-Hamlet Section. In the original plans for this section it was my idea that the contract for surfacing would be left until early in the 1926 season and that in such places as the old road was destroyed by the new construction traffic could be maintained during the winter with a temporary narrow gravel surfacing.

Since the inception of the work, however, some line changes have been made which have materially increased the proportion of the old road which is thus affected by construction of the new. There are at the present time some 19 different sections varying in length from 200 feet to 3200 feet and aggregating 3.8 miles out of the total distance of 10.3 miles where the old road is either entirely destroyed or made impractikable for winter travel without something in the way of a surfacing.

For a single track graveled surfacing, say 8'x6" loose measure with allowance for occasional turn-outs, would require approximately 3500 cubic yards at an estimated cost of about $5,500; this to be river run gravel with the very large stone removed possibly leaving it a 2½ or 3 inch maximum. Such a surfacing would probably put those portions of the new road in comparably satisfactory shape for the winter with those sections where the old road will be used, but the expense of such gravel surfacing would very largely be lost because that gravel would not make any material reduction in the amount of broken stone or crushed gravel material which would be used in the other surfacing of the road.

It, therefore, seems to me now that it might be wise to let our contract for surfacing in the near future upon a specification requiring completion this year of surfacing over at least these sections where the new road must be used during the winter and the final completion of the contract next season. While some of this surfacing material might be lost because of its being placed upon a comparatively green grade, yet I believe such loss would not be so large as the entire loss of the temporary gravel surfacing. I believe this would have been true in any case but particularly so because the contractor is using teams for the construction of his roadbed almost exclusively and is thereby securing a much better

compacted grade than would have been the case had he used blade machinery as it was anticipated he might do on those sections where a grader section roadbed is being used.

There would be the further advantage, of course, in starting the work this year and getting approximately one-third of it done that the entire job would be completed that much earlier next year.

It is my recommendation therefore, that a contract for this surfacing be let at the August meeting and that the completion of those parts where surfacing for the winter is necessary, be required this year.

Very truly yours,

W D Clarke

W. D. Clarke,
DivisionEngineer.

WDC:LM

66

July 16, 1925.

Mohalem Telephone Company.
Mohalem, Oregon.

Attention Mr. Walter J. Mead, Manager.

Gentlemen:

Some considerable time ago advice was given you that construction work on the Cannon Beach Junction-Nehalem Section of the Roosevelt Coast Highway had reached a stage where the construction of your new telephone line under your franchise of February 9, 1925, could be undertaken practicably and that the situation was such that preservation of the old line while carrying on construction work would be impracticable. As anticipated the old line has been out of commission for a considerable part of the time and the Clatsop County Fire Patrol Association, which we understand to be a joint owner with you in the existing line, has filed a protest against the condition. It is understood that their workmen have recently been repairing the line and we have instructed our contractors to use every care against damage to the line and to repair such breaks as may be unavoidably caused by their work.

In our judgment, however, it will be impracticable to maintain satisfactory service over such a line and inasmuch as a franchise has been granted for a suitable line over this section of the highway, it is expected that you will proceed without unnecessary delay to construct such a line although no definite time limit is set in the franchise within which construction must be completed; it is not intended to be a franchise which can be held indefinitely inactive and the State Highway Commission will expect that you proceed forthwith to the construction of the new line and that the same shall be completed as rapidly as practicable in view of the conditions which obtain along the road. Failure to so proceed will be deemed advice that you do not care to retain your franchise privilege and the franchise will thereupon be subject to revocation. Will you kindly advise your plans in this matter and make a statement as to when you expect to begin and complete construction under this franchise?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

WDC:LH
cc. Mr. Van Duzer.
cc. Geo. S. Gray.
cc. File

By

W. D. Clarke,
Division Engineer.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

Seaside., Oregon.
July 14, 1925 ATTENTION:.....

Mr. W. D. Clarke,
Division Engineer,
Salem, Oregon.

Dear Sir;

Mr. Glaisyer called me up yesterday and informed me the Clatsop County Fire Patrol Association had made complaint that the contractors on the Cannon Beach Junction - Hamlet Junction Section of the Roosevelt Coast Highway had, or were now, frequently breaking their telephone line.

As I understood the situation from a conversation with Mr. Walter Mead this is an orphan line jointly owned by the Nehalem Telephone Company and the Clatsop County Fire Patrol Association, and excepting for the period of the fire season is kept in working order by no one.

At the time work under this contract was begun the line was on convenient trees and stumps for poles, frequently crossing our line and was down and broken in many places between Cannon Beach Junction and Hamlet Junction. As the contractors desired to put in a phone at their Black Bridge camp, their lacal superintendant, Mr. Miller, agreed with Mr. Mead of the Nehalem Telephone Company, or his lineman, to keep the line up if provided with some extra wire and climbers. Early in May I called on Mr. Mead and restated the offer but there was so much delay before these supplies were furnished, if furnished at all, that the contractors gave up any hope of useing the line and made no effort to make repairs to sections broken during clearing operations.

During the past two weeks the fire wardens have been repairing the line, putting it up in a temporary manner similar to the previous construction and I have informed all foremen along the line to patch any breaks they cause during their work. However I wish to advise that construction work on the section of the highway has reached such a stage that excepting for the first three quarters of a mile where the old road is well away from our line, permanent construction of the telephone line could and should be made between Cannon Beach Jubction and the fish hatchery at ststion 560.

Very truly yours,

G. S. Gray
Resident Engineer.

89 105

Swift & Company

May 19th, 1925.

Swift & Company,
15th and Waterfront,
Portland, Oregon.

Attention Mr. J. H. Zong, Manager.

Dear Sir:

In reply to your letter of the 16th inst. requesting information concerning Greenwood & Dann, will say that this firm was awarded a contract by the Highway Commission for the construction of the Cannon Beach Junction-Hamlet Junction Section, State Highway Contract No. 769.

Remittances are made to the contractor once each month covering work accomplished by the contractor up to the 15th of the month less 15 per cent which is retained until the project is completed.

In this connection, will say that all the contractors on State Highway work are required to furnish a surety bond for the protection of all labor and material claims, and also for the satisfactory completion of the project.

The surety on the bond furnished by Greenwood & Dann in this instance is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are the local agents. Their office is in the Yeon Bldg., Portland, Oregon.

We trust the foregoing is satisfactory for your purpose.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

# Swift & Company

15th and Waterfront

Astoria, Ore.,
May 18, 1925.

Respectfully referred to State Highway Dept.

State Engineering Department,
Salem, Oregon.

Gentlemen:

We are writing you this to gain information if possible on the firm of Greenwood & Dann, which, we understand, have a contract with the State Department for grading a new piece of road close to Seaside.

Would you be kind enough to advise us when they receive their remittances from the State, and what percentage of money coming to them is held back by the State, and any other information that you are able to give us. This information would be held in strictest confidence, and the motive for us writing you is that we have sold them considerable product, and we have not been able to get a remittance from them since they started on this contract. As above stated, any information you give us will be held in strictest confidence, and assure you that we would be glad to reciprocate with your Department in any way possible in the future.

Thanking you for an early reply, we are

Yours Respectfully,

SWIFT & COMPANY

Per J. N. Zong
Manager

#763

ASSIGNED H. B. C.

JHZ:WA

STATE ENGINEER
RECEIVED
MAY 19 1925
SALEM, OREGON

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

April 29, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #115, Cannon Beach Junction-Hamlet Junction section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

We also enclose a copy of the estimate which was used as the basis of the project agreement.

Yours very truly,
C. H. PURCELL, District Engineer,

By L. M. Davis
Acting

Form P. R. 2

State ..... Oregon .....

Project No. ..... 116 .....

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of March, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of Jamary, 19 25, a project statement, which was approved by the Secretary on the 21st day of February, 19 25, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of February 19 25, and approved by the Secretary on the 2d day of April, 19 25; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of ninety-four thousand, two hundred sixty-eight and 79/100

dollars ($ 94,268.79 ) as the share of the United States payable under said act on account of said project, which does not exceed 41 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 180+00 three miles south of Seaside at Cannon Beach Junction and survey station 723+42.6 at Hamlet junction,

.....terminal points, a distance of 10.252 miles, known locally as the Roosevelt Coast Highway between Astoria and Nehe, Clatsop County.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) It is mutually agreed that the existing structure across Necaniçum River at survey station 418 shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that if in the judgment of the Secretary or his authorized agents, such structure requires repairs or reconstruction, it will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents, and without Federal Aid.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of ninety-four thousand, two hundred sixty-eight and 79/100 dollars, certified to the Secretary of the Treasury as above mentioned, being 61 per cent of one hundred fifty-four thousand, five hundred thirty-nine and 00/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $**10,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 17, 1917,** (Include reference to statute authorizing

**Chapter 237, Laws of 1917.**

.....
funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ....., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(*b*) By the ....., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 30th day of April, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

.....
ACTING *Secretary of Agriculture.*

STRICKEN OUT

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS See Project No. 112

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 180+00 three miles south of Seaside at Cannon Beach junction and survey station 723+42.6 at Hamlet junction,

locally known as the Roosevelt Coast Highway between Astoria and Nehe, Clatsop County. and designated in the records of this Department as Project No. 115, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 154,539.00 as the total estimated cost of said project, and the sum of $94,268.79 as the share of the United States, payable under said acts on account of such project, which does not exceed 61 per cent of said total estimated cost.

Done at the city of Washington, this 30th day of April one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Warburton

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4880

ANB

Form No. 39—22292—6M—4-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

State Highway Engineer

Date March 31, 1923

Job Name Cannon Beach Junct.-Hamlet Junct

Week from 3/22 to 3/28

Mail Address Seaside, Oregon.

Highway Roosevelt Coast

Telegraph or Telephone Address Same

County Clatsop Job Prefix 22 4PC

Express and Freight Address Same

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Vic Moffitt was transferred to me by A. J. Olsen the 23rd.

A station crew of five men began work the 24th at Station 530 and will clear 10 stations.

Mr. Kupoff was informed the 25th that he wold have to rush the clearing on this job .

The party spent the week revising the line beyond Black Bridge to make more room for the Crown Willamette logging road right o of way.

RECEIVED
APR 2 1923
OFFICE OF
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed G. S. Gray

Title Resident Engineer

Form No. 39.

PG 113

## GRADING CONSTRUCTION

*Total miles of grading on project* 10.3

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* 1

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* 3

*Contractor's average force for week* 18 *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* Nov. 1, 1925.

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 4 PC *Percentage* 95

*Other jobs* Maintenance *Percentage* 5

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

Form No. 89.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

Date March 25, 1925, 192

Job Name Cannon Beach Junct.-Hamlet Junct. Week from 3/14 to 3/21

Mail Address Seaside, Oregon.

Highway Roosevelt Coast Telegraph or Telephone Address Same

County Clatsop Job Prefix 4PC Express and Freight Address Same

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Party moved office from Barview to Seaside the 17th.

Contractor had a crew of six men clearing at Station 490 and a station crew began work the 18th clearing between Black Bridge and the point at Station 440. There are six men in this crew.

Greenwood and Dann have sub-let all the clearing to A. T. Kupoff. The latter intends letting it out to small crews

RECEIVED
APR 2 1925
OFFICE OF
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed G. S. Gray

Title Resident Engineer

## GRADING CONSTRUCTION

*Total miles of grading on project* 10.3

*Miles completed*

*Miles completed except finishing*

*Miles covered by contractor's forces* 1

*Miles cross-sectioned*

*Miles cross-sections completed and checked*

*Miles to be remeasured*

*Number men in Engineering Party* 3

*Contractor's average force for week* 12 *men,*

*teams,* *steam shovels*

*Grading work will be completed about* Nov. 1, 1925

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project*

*Miles completed*

*Miles partially done*

*Average daily yardage placed this week*

*Average daily yardage necessary to complete on time*

*Contractor's average force for week* *men,*

*teams,* *trucks*

*Percentage of total required yardage now in place*

*Surfacing will be completed about*

*Number men in Engineering Party*

## SURVEYS

*Total mileage at section to be surveyed*

*Miles of preliminary staked*

*Miles of location staked*

*Per cent of field work complete*

*Per cent of office work complete*

*Number of days worked on this project*

*Number of men in party*

*Salary expense this week*

*All other expense this week*

*Previous total expenditure this survey*

*Total expenditure including this week*

*Survey will be completed about*

*Completed survey will cost about*

*Per mile cost of survey will be about*

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project*

*Miles paving completed*

*Average daily sq. yds. this week*

*Miles shoulders completed both sides*

*Contractor's average force for week* *men,*

*teams,* *trucks*

*Percentage of total required yardage now in place*

*Job will be completed about*

*Number men in Engineering Party*

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 4 PC *Percentage* 90

*Other jobs* Maintenance *Percentage* 10

*Other jobs* *Percentage*

*Other jobs* *Percentage*

PR 115

March 4, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Cannon Beach Junction-Hamlet Junction Section, Oregon Project No. 115.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSousa:L

Enc.

cc

Oregon State Highway Department. Project No. 118

**Cannon Beach Junction-Hamlet Junction Section of the Roosevelt Coast Highway in Tillamook County.**
**(Estimate as basis for project agreement. Based on contract prices)**

Salem, Oregon, March 4, 1925

| | | | | |
|---|---|---|---|---|
| All Required Clearing and Grubbing | | | | $ 25,000.00 |
| 66,700 | Cu.yds. | Class "A" Excavation | $ .47 | 31,349.00 |
| 17,500 | Cu.yds. | Class "B" Excavation | .90 | 15,750.00 |
| 9,000 | Cu.yds. | Class "C" Excavation | 1.10 | 9,900.00 |
| 21,000 | Cu.yds. | Class "D" Excavation | .75 | 15,750.00 |
| 120,000 | Sta.Yds. | Overhaul | .05 | 6,000.00 |
| 5,500 | Mi.yds. | Overhaul | .30 | 1,650.00 |
| 150 | Lin.Ft. | 8" Vitrous Drain Tile | .50 | 75.00 |
| 550 | Lin.Ft. | 12" Concrete Pipe | 1.50 | 825.00 |
| 930 | Lin.Ft. | 18" Concrete Pipe | 3.70 | 3,441.00 |
| 650 | Lin.Ft. | 24" Concrete Pipe | 5.70 | 3,705.00 |
| 500 | Lin.Ft. | 36" Concrete Pipe | 6.00 | 3,000.00 |
| 40 | Cu.yds. | Class "A" Concrete | 30.00 | 1,200.00 |
| 130 | cu.yds. | Class "C" Concrete | 25.00 | 3,250.00 |
| 3,800 | Lbs. | Metal Reinforcement | .05 | 254.00 |
| 186 | M-FBM | Lumber & Timber | 65.00 | 12,090.00 |
| 5,200 | Lin.Ft. | Timber Piling | .90 | 4,680.00 |
| 250 | Cu.yds. | Rip Rap | 2.50 | 625.00 |
| 15 | Cu.yds. | Rock Backfill for Tile Drains | 3.00 | 45.00 |
| | | | | 140,469.00 |
| | | | 10% Eng. & Cont. | 14,069.00 |
| | | | Total | 154,538.00 |

Length of project 10.252 Miles
Cost per mile $15,074.03

| | |
|---|---|
| State funds available | $ 60,270.21 |
| Federal Aid Requested | 94,268.79 (61%) |
| | $ 154,538.00 |

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

March 2, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In checking the plans for Oregon Federal Aid #115, Cannon Beach Junction-Hamlet Junction section, we make the length of project 10.25+ miles instead of 10.26+ miles as shown on the preliminary estimate of February 19th.

Will you kindly check up this length and show the correct mileage on the estimate which you will submit as the basis of the project agreement?

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

UNITED STATES DEPARTMENT OF AGRICULTURE.

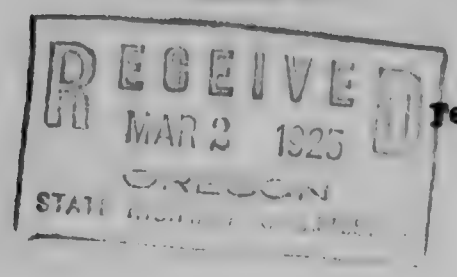
BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.




February 28, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On February 21 1925, the Secretary of Agriculture approved Oregon project statement No. 115, Cannon Beach Junction-Hamlet Junction section of the Roosevelt Coast Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. W. Davis
Acting

P.R 116

February 25, 1935

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are sending you six copies of estimate to accompany plans on the Gaumon Beach Junction-Hamlet Junction of the Roosevelt Coast Highway in Curry County.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

E. M. Probert
Office Engineer

Dist. by J.V. DeConnell
Enc.

cc

Oregon State Highway Department — Project No. 118

Estimate with plans. Not as basis for project agreement.

Miles of Grading — Salem, Oregon, February 26, 1926

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 45,000.00 |
| 64,700 | Cu.yds. | Class "A" Excavation | .85 | 55,995.00 |
| 17,500 | Cu.yds. | Class "B" Excavation | .75 | 13,125.00 |
| 9,000 | Cu.yds. | Class "C" Excavation | 1.10 | 9,900.00 |
| 21,000 | Cu.yds. | Class "D" Excavation | .60 | 12,600.00 |
| 150,000 | Sta.Yds. | Overhaul | .05 | 6,900.00 |
| 3,500 | Mi.Yds. | Truck Haul | .30 | 1,050.00 |
| 550 | Lin.Ft. | 12" Culvert Pipe | 2.00 | 1,100.00 |
| 950 | Lin.Ft. | 15" Culvert Pipe | 3.50 | 3,325.00 |
| 600 | Lin.Ft. | 24" Culvert Pipe | 5.00 | 3,000.00 |
| 300 | Lin.Ft. | 36" Culvert Pipe | 7.50 | 2,925.00 |
| 40 | Cu.yds. | Class "A" Concrete | 30.00 | 1,200.00 |
| 130 | Cu.yds. | Class "C" Concrete | 80.00 | 5,900.00 |
| 3,300 | Lbs. | Metal Reinforcement | .10 | 330.00 |
| 184 | M-FBM | Lumber & Timber | 60.00 | 11,160.00 |
| 5,200 | Lin.Ft. | Piling | 1.25 | 6,500.00 |
| 150 | Lin.Ft. | 6" Perous Drain Tile | .30 | 45.00 |
| 15 | Cu.yds. | Rock Backfill for Tile | 2.75 | 41.25 |
| 250 | Cu.yds. | Rip Rap | 5.00 | 1,250.00 |
| | | Sub-Total | | $ 151,961.25 |
| | | 10% Eng. & Cont. | | 15,196.12 |
| | | Total | | $ 167,157.37 |

Length - 10.262 Miles

Cost per mile $16,288.96

PR #115

County Court of Clatsop County,
Astoria, Oregon.

January 14, 1925

Gentlemen:

For your use in connection with the obtaining of right-of-way for the section of the Roosevelt Coast Highway between Cannon Beach Junction and Seaside Junction, we are today mailing to you a blue print copy of the 400' scale map of this section.

If more copies are desired please so advise.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Stubert
Office Engineer

SHS:L

cc

ECT NO.

PROJECT STATEMENT

PORTLAND ROAD

January 6, 1926

PR 116

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

We are enclosing herewith four copies of project statement covering the Canon Beach Junction-Hamlet Junction of the Roosevelt Coast Highway in Clatsop County. We have assigned No.116 to this project.

Bids for at least the grading of this section probably will be received sometime this Spring.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
J.H. Probert
Office Engineer

MMt. by J.W. DeSouza:L
Enc.

cc

STATE Oregon

PROJECT NO. 115
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

## AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) January 2, 1925

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Cannon Beach Junction-Hamlet Junction

2. Between control points of official description: Nehalem and Astoria

3. Between intermediate control points if used: Cannon Beach Junction and Hamlet Junction

County of Clatsop

4. Length in miles (gross) 10.26 (net) 10.26

5. Preliminary estimate of cost: Total, $285,000.00; section of road to be first improved, $175,000.00; of which $18,000 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: Sufficient to insure completion. Sale of bonds or current income
(Amount.) (Source; refer to statute.)

(*b*) County .....
(Amount.) (Source; refer to statute.)

8—5073

PROJECT NO. (Not to be filled in) [illegible]

7. Funds for maintenance to be provided by ... State ..., from the following
(State or (and) county.)

source: Resolution of August 17, 1917. Chapter 237, Laws of 1917
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

PLACE

11. Additional remarks:

It is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

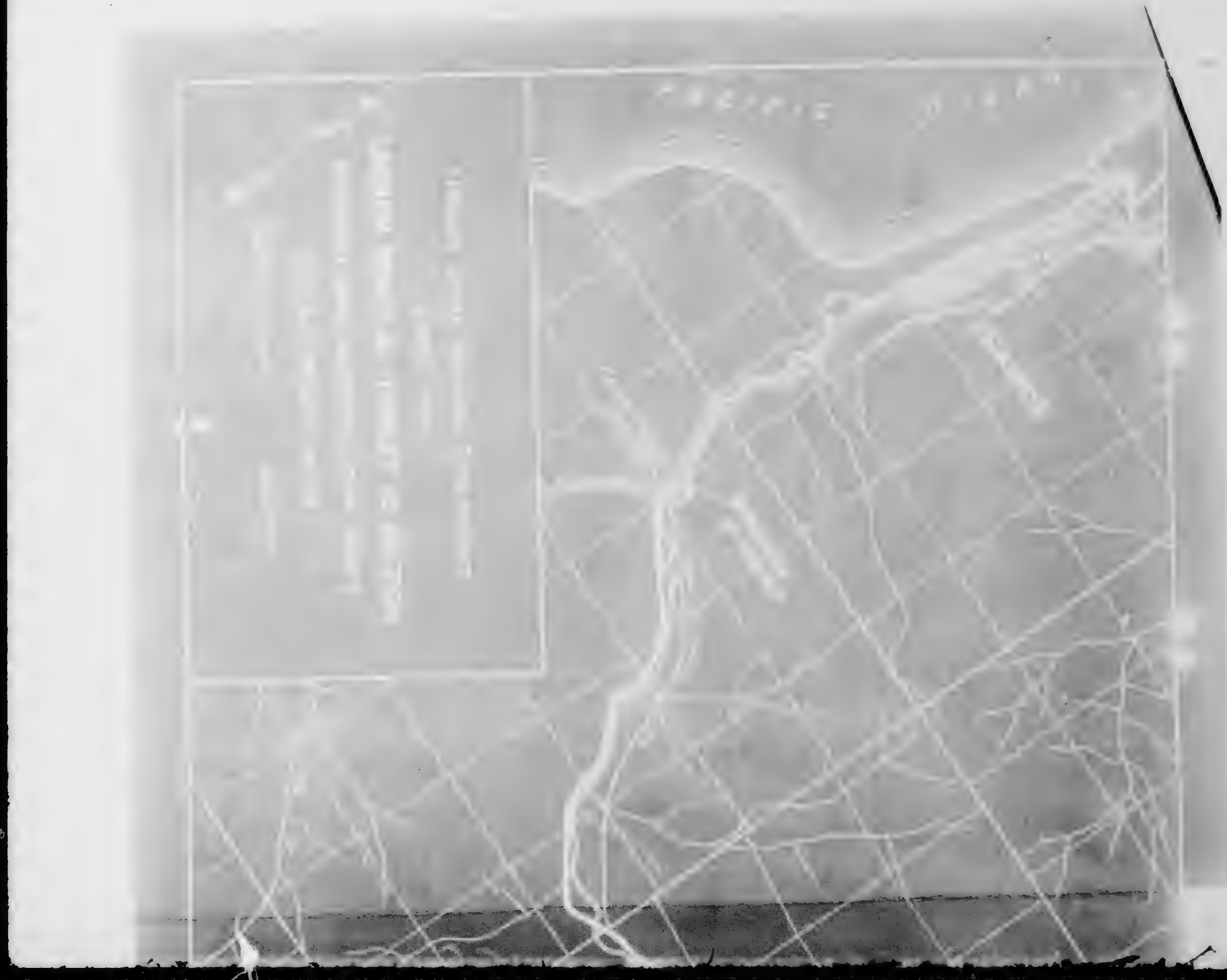
By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

[illegible] 8—5073



CONTRACT # 770,

SEE:

CONTRACT # 754,

770 SEE: Contract 754

CONTRACT#770,

SEE:

CONTRACT#758,

770 SEE: Contract 758

CONTRACT #770,
1088, 1359,

PR 109 B Bandon-Curry Co. Line 1925-1930

770.1088.1359 [redacted]

DECEMBER
Third
1932

W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letters of November 25, and December 1, concerning the quantities of aggregate used to construct the bituminous macadam wearing surface on project No. 109-B.

Please refer to the final oiling report on which is shown that the main course of bituminous macadam was constructed between M. P. 293.4 and M. P. 298.16, the length of this course being 4.760 miles. Project No. 109-B has a net length of 3.245 miles which deducted from 4.760 miles leaves 1.515 miles as the length of non-participating work. The north end of project No. 109-B being at station 0+00 which equals M. P. 294.9, the quantities of mineral aggregate used on the participating and non-participating sections, were computed in the following manner:

| | Total Cus. Yds. | 1½"-3/4" Cus. Yds. | 3/4"-½" Cus. Yds. | ½"-¼" Cus. Yds. | ¼"-0" Cus. Yds. |
|---|---|---|---|---|---|
| Shaping Course (M. P. 294.9-298.1) - 3.2 Mi. | 1004 | 797 | 207 | | |
| Main Course (M. P. 293.4-298.16) - 4.760 Mi. | 2907 | 1389 | 486 | 912 | 120 |
| | 3911 | 2186 | 693 | 912 | 120 |
| **Participating Items** | | | | | |
| Shaping Course | 1004 | 797 | 207 | | |
| Main Course (3.245 Mi.) | 1982 | 947 | 331 | 622 | 82 |
| | 2986 | 1744 | 538 | 622 | 82 |
| **Non-Participating Items** | | | | | |
| Shaping Course | — | — | — | — | — |
| Main Course (1.515 Mi.) | 925 | 442 | 155 | 290 | 38 |

We regret that the information given in our letter of November 29, was not sufficiently clear to permit you to check our computations and trust that the additional data given above is sufficient to show how the participating quantities were derived.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by Mr. J. W. Nash/MH

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

December 1, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
DEC 2 1932
OREGON
STATE HIGHWAY COMM.

Dear Sir:

Reference is made to your reply to our letter of November 25 regarding the mineral aggregate used on Oregon F.A.P. 109-B.

Your letter states that all the Grade "B" and "C" materials were used within the limits of the project, and that the quantities of each so used were 207 Cu.Yds. and 797 Cu.Yds. respectively.

The voucher as submitted claims payment for 538 Cu.Yds. Grade "B" and 1,744 Cu.Yds. Grade "C" materials.

The final weekly oiling report submitted with the voucher shows that 693 Cu.Yds. of Grade "B" and 2,186 Cu.Yds. of Grade "C" materials were used.

As we are unable to reconcile these apparently contradictory data, the voucher is being held in this office pending the receipt of further information.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

PR109-B

November 29, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to the inquiry contained in your letter of November 25th, regarding the method of computing the quantities of mineral aggregate used in constructing the bituminous macadam wearing surface on Project No. 109-B. Please be advised that only the width course of bituminous macadam extends onto non-participating sections and the quantities of mineral aggregate used in that course were computed on a length basis, and the quantities of aggregate used in the shaping course which was placed entirely within the limits of the project have been included as participating quantities. These quantities involved in the shaping course are 797 cubic yards of grade "G" materials and 207 cubic yards of grade "J" materials.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

H. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/ER.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

Post Office Building
Portland, Oreg.

November 25, 1932

RECEIVED
NOV 28 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the voucher submitted on Oregon F.A.P. 109-B, in the amount of $10,866.91.

From the information submitted with the voucher, it appears that the quantity of Grade "A" materials in stockpile used on this project was determined by proration on the basis of the length of the participating and non-participating sections. As we are unable to check the quantities shown for Grades B and C on the same basis, would you please advise us as to how these quantities were obtained.

The voucher is being held in this office pending the receipt of your reply.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott

J. A. Elliott
Sr. Highway Engineer

#1359

OK 109-B

November 9, 1932

United States Fidelity & Guaranty Company,
C. C. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1359 for the construction of Bituminous Project No. 11 on the Umpqua and Oregon Coast Highways in Coos, Curry and Douglas Counties, has been completed by the contractor, J. F. Forbes Company, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 18th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with the above contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $67,183.74 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. ———

POST OFFICE BUILDING
PORTLAND, OREG.

October 20, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in Mr. Probert's October 6, 1932, letter, the length of bituminous macadam surfacing on Oregon F.A.P. 109-B Recp. has been reduced from 5.96 miles to 3.245 miles. Our recommendation for this reduction was made with the understanding that the balance of the reopened project can be satisfactorily maintained in its present condition for a number of years.

Enclosed is one copy of the estimate dated July 2, 1932, which has been approved as substitute estimate for auditing vouchers.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

RECEIVED
OCT 11 1932
STATE HIGHWAY COMMISSION

OR 109-B

October 6, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to the inquiry contained in your letter of October 1st, regarding the Bend-South Unit of the Bend-Burns County Line Section, Project No. 109-B, reopened.

For the reason that it is not planned to do any further work on this section in the near future, we believe that it will be preferable to have the change in length as noted in your letter approved by the Chief of Bureau and to close out the project upon completion of the work now under contract.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

Bandon City Co. 2 mi

October 1, 1932

RECEIVED
OCT 3 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 109-B Reopened, and to our letter of July 22, 1932, and the substitute estimate for auditing vouchers, submitted with your letter of July 6th.

Plans, specifications and estimate previously approved provided for the construction of 5.960 miles of bituminous macadam, whereas the revised estimate dated July 2, 1932, reduces the length of the bituminous macadam to 3.245 miles, due to the using of stockpiled aggregate to eliminate the excessive crown. However, if it is your intention to complete the project as previously approved, the revised estimate should include also the quantities necessary for the entire 5.960 miles. If on the other hand, you wish to close out the project on completion of the present contract, the change will have to be approved by the Chief of Bureau under the provisions of Regulation 6, section 10.

Please advise your plans for completing the remaining mileage and what action is desired at present.

Very truly yours,

W. H. LYNCH
District Engineer

Ass. Engr.

Form 37—4174—2500—8-32

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
SEP 19 1932
OREGON
STATE HIGHWAY COMMISSION

*Date* Sept. 16, 1932, 193

*Job name* Bandon China Cr.

*Week from* Sept. 10 *to* Sept. 16

*Mail address* Bandon, Oregon
Grants Pass after Sept. 23.

*Highway* Oregon Coast 109B

*Telegraph or telephone address* same

*County* Coos *Job prefix* 6 P S

*Express and freight address* Same

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Contractor finished city work Sept. 13 and started shoulders on this unit Sept. 15, making 500 yds first day with 403 second day.

Party has been out to E.E.Johnston and G.R.Steel, with plans to hire flagman locally for the two short days seal at Grants Pass.

The material being used for shoulders on this unit has considerable rock and sand with a slight deficiency of binder it is believed that when the rainy season sets in that they will pack. As that is what has happened on the county roads.

The material is being bladed and rolled three times which in my opinion will hold them until they receive moisture.

My plans are to take pilot car to Grantw Pass for second seal after this is completed and the majority of the book work done to send the pilot car by Mr.E.E.Johnston to Coquille at that time lay off Mr.Johnston and Mr. Steel.

RECEIVED
SEP 19 1932

(See back of this sheet for instructions and detailed information)

*Signed* V.L.Goodnight

*Title* Res. Engr.

## GRADING CONSTRUCTION

*Total miles of grading in project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Total cubic yards in project* .....

*Cubic yards moved to date* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be measured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

*Total miles surfacing in project* .....

*Miles completed* .....

*Miles partially done* .....

*Total cubic yards in project* .....

*Cubic yards produced to date* .....

*Average daily yardage produced this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Project will be completed about* .....

*Number of men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## Oiling work [illegible]

*Total miles paving in project* ...4.7.....

*Miles paving completed* .....4.7.....

*Total square yards in project* ...49600.....

*Square yards completed to date* ....49600.....

*Average daily square yards this week* .....—.....

*Miles shoulders completed both sides* ....2.0.....

*Contractor's average force for week* .....15..... *men,*

...5..... 3..... *teams,* .....3 large..... *trucks*

*Job will be completed about* .....Sept. 21.....

*Number of men in Engineering Party* .....3.....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

1. *This job* .....6 P S..... *Percentage* ..100.....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1359

109-B

September 16, 1938

Mr. R. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Please find enclosed copy of a letter from J. F. Forbes in which application is made for an extension of time of thirty days on his contract No. 1359 - Mt. Meadows Project No. 11.

Kindly advise us of your recommendations.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. Hdf.

NOTED
H. G. SMITH

#1359

...MARYLAND
...GETON
...HBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

# OREGON STATE HIGHWAY COMMISSION

SALEM

SEPTEMBER 17, 1932

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 19 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

J. F. Forbes, who has the contract No. 1359 on bituminous macadam project #11 on the Umpqua, Oregon Coast and Josephine County Secondary Highway #260, has made application for an extention of time of 30 days from the specified completion date of August 31, 1932 to September 30, 1932 and has submitted consent of surety for this extension.

Bids on this project were opened May 18th, and the award was made June 6th. Contractor has worked diligently at this contract and at this time has yet to complete the placing of shoulders at Bandon and the placing of the second seal at Grants Pass. Both of these should be completed easily this month.

I recommend that this extension be granted without penalties.

Very truly yours

E. A. COLLIER
Division Engineer

cc
H. G. Smith
H. B. Glaisyer
EAC:VH

6 E 6 E

#1359

109-B

Redmond, Oregon
September 13, 1932

RECEIVED
SEP 15 1932
OREGON
STATE HIGHWAY COMMISSION

U.S.F.& G. Co.
F. D. Hill & Co., Agents,
Tacoma, Washington.

Gentlemen:

Contract No. 1359 was awarded June 6th instead of May 16th, the date bids were received, so without asking for an extension for weather conditions, I should be finished on time.

However, I would be pleased if you granted me an extension on bond until September 31st.

Yours very truly,

JFF:LJ

J. F. Forbes.

FORM S-A-1 4788 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

# OREGON STATE HIGHWAY COMMISSION

SALEM

AUGUST 29, 1932

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

On August 8th we prepared an order for State Forces Work On Contract Projects to cover placing 1200 cubic yards of crushed rock on the shoulders of bituminous macadam just completed between Red Bridge and Drain under the Forbes' Contract. We would like to start this work immediately and ask again for approval of this order.

This material is to be obtained by wind-rowing the rock left on the stockpiles after completion of the oil job and by wind-rowing some material left on the old road. The contractor has finished the second seal and has bladed up against the edge all the available rock, and, in a number of places, more rock is needed at once to protect the edges.

Very truly yours

E. A. COLLIER
Division Engineer

cc R. H. Baldock
EAC VR

NOTED
State Highway Engineer

109 B

August 6, 1932

Standard Oil Company of California,
Pacific Building,
Portland, Oregon.

Gentlemen:

State Highway Contract No. 1359, to which you refer in your inquiry of August 5, was awarded by the State Highway Commission to J. F. Forbes Company, Olympia, Washington, for Bituminous Macadam Project #11 on the Umpqua and Oregon Coast Highways in Coos, Curry, Douglas and Josephine Counties. Evidently, Cascade Investment Company is a subcontractor on this job.

The amount of the contract is $70,055.00. A surety bond, in like amount, was furnished by the contractor. It was written by U. S. Fidelity & Guaranty Company, for which C. O. Price is resident agent, with offices in the Porter Building, Portland.

According to the terms of the contract, the project must be completed on or before August 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

# STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. S. GORDON
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.
August 5th, 1932.

Oregon State Highway Commission
Salem, Oregon

Cascade Investment Co., Portland:
Hauling Gravel for Oil Surfacing
Job #1359 (Denmark to Sixes -
Bandon South 5 Miles

Gentlemen:

We understand that the work in which the above contractor is engaged is being done under contract with Oregon State Highway Commission.

As we are delivering petroleum products to be used in this work, we would appreciate your furnishing us with the following information:

Is the above the correct name under which the contract was let?_____
If sub-contractor, under what general contractor is work being done?

_____

Number of contract:_____. Description and location of work:

_____

_____

_____

Amount of contract $_____. Name and address of bondsmen furnishing materialmen's bond: _____

_____

Amount of bond $_____. Time limit to the contractor or estimate of when job will be completed:_____

At what intervals are estimates to be paid the contractor?_____

_____

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By T. P. Wilcox

Form 37—4174—2500—5-32

FR 109B

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

*Date* Aug. 6, 1932

*Job name* Bandon – China Cr. Unit # 3

*Highway* Oregon Coast

*County* Coos *Job prefix* 6 P 3

*Week from* Aug 1 *to* Aug. 6

*Mail address* Bandon

*Telegraph or telephone address* Bandon

*Express and freight address*

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AUG 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

*General information covering progress of work by party and by contractor, important developments, instructions in continuation instructions from Division Engineer, changes in personnel of party, etc.:*

Shaping course has been completed and B 1 has been started.

Stock pile at M.P.298 ran short about 100 cu. yds.

Request was made for additional holes in moter grader circle to allow more movement of blade from center position.

Request made for list of men employed from out of state and number known to be from Oregon.

Contractor expressed a willingness to move to stock pile off of job to pick up 65 cu. yds of 1½ rock needed in B 1.

Requested by phone today to build B 1 from haul divide to stock pile at MP 295 then begin at easterly end and close gap. These instructions received from Mr. E.A.Collier.

There has been know change since the first of the month in the personal of the state forces.

RECEIVED
AUG 9 - 1932
CONSTRUC

(See back of this sheet for instructions and detailed information)

*Signed* V. L. Goodnight
V.L.Goodnight

*Title* Res. Engr.

### GRADING CONSTRUCTION

*Total miles of grading in project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Total cubic yards in project* .....

*Cubic yards moved to date* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be measured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

### ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

*Total miles surfacing in project* .....

*Miles completed* .....

*Miles partially done* .....

*Total cubic yards in project* .....

*Cubic yards produced to date* .....

*Average daily yardage produced this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Project will be completed about* .....

*Number of men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

### SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

### Oiling Work [redacted]

*Total miles paving in project* ..... 4.7

*Miles paving completed* ..... 1.4

*Total square yards in project* ..... 42600

*Square yards completed to date* ..... 14800

*Average daily square yards this week* ..... 4700

*Miles shoulders completed both sides* ..... 0.0

*Contractor's average force for week* ..... 2 shifts - 25 *men,*

..... *teams,* 2 small 4 large *trucks*

*Job will be completed about* ..... Aug 11 with first seal

*Number of men in Engineering Party* ..... 5

### Traffic control 6

### DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

1. *This job* ..... 6 P 8 ..... *Percentage* ... 100 .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

Form 39—F-21635—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
AUG 2 1932
HIGHWAY COMMISSION

*Date* July 30, 1932, 193

*Job name* Red Bridge Drain — *Week from* July 25 *to* July 30

*Mail address* Bandon, Oregon

*Highway* Umpqua — *Telegraph or telephone address* Same

*County* Douglas — *Job prefix* 109B 6 P 3 — *Express and freight address* Same

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Contractor has now completed work to include first seal , second seal to be applied about Aug 20.

Mr.Collier over work on July 28 P.M. and stated road had fair riding qualities.

Contractor was instructed to haul and place a few yards of rock and clay on the shoulders at important intersections. This was done July 29, to prevent the shoulder being broken down. Total yards placed was 24.

Contractor cleaned all paper and covered most of the flush oil for the jets or the oiler remainder of flushes tobe covered on completion of second seal.

Mr. Levy quit July 25, with Mr. Vandevert of Drain being placed July 26. ( A letter was ~~written~~ written concerning the hire of Mr.Vandevert who has now gone to Bandon )

Work is to start on Wed. on Unit # 3 , Bandon - China Creek.

RECEIVED
AUG 2 - 1932
CONT.
NOTED
H. O. SMITH

(See back of this sheet for instructions and detailed information)

*Signed* V. T. Goodnight

*Title* Res Engr.

### GRADING CONSTRUCTION

*Total miles of grading in project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Total cubic yards in project* .....

*Cubic yards moved to date* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

### ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

*Total miles surfacing in project* .....

*Miles completed* .....

*Miles partially done* .....

*Total cubic yards in project* .....

*Cubic yards produced to date* .....

*Average daily yardage produced this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Project will be completed about* .....

*Number of men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

### SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

### Oiling Work [redacted]

*Total miles paving in project* ..... 10.0 .....

*Miles paving completed* ..... [redacted] 10.0 .....

*Total square yards in project* ..... 105600 .....

*Square yards completed to date* ..... 105600 .....

*Average daily square yards this week* ..... 6900 .....

*Miles shoulders completed both sides* ..... — .....

*Contractor's average force for week* 26 men per shift men,

3 small

..... *teams,* ..... 5 large ..... *trucks*

*Job was completed about* July 29 with 1st seal.

*Number of men in Engineering Party* ..... 5

6 flagmen

### DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

1. *This job* ..... 6 P S ..... *Percentage* .... 100 ....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

FORM 3-A-1 4100 6M 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

# OREGON STATE HIGHWAY COMMISSION

SALEM

109-B

July 13, 1932

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Forbes will finish laying the bituminous macadam between Red Bridge and Drain in about a week. Our specification requires two weeks between the first and second seals. Goodnight informs me this is not being required on some other jobs in this State. Please advise me, if you wish the full two weeks period insisted on. The contractor, of course, does not wish to lie idle a week or ten days, nor does he wish to go off and leave the job and have to come back. It is no doubt true that the latter procedure, which would give us perhaps a month of traffic before the second seal was placed, would give us the best job. I will appreciate hearing from you on this at your early convenience. The contractor is doing his best to secure a good job, and I do not wish to penalize him and would favor placing the second seal after a full six day-interval has elapsed.

Very truly yours

E. A. Collier

E. A. COLLIER
Division Engineer

cc R. H. Baldock
EAC:VH

NOTED
State Highway Engineer

RECEIVED
JUL 14 1932
OREGON
STATE HIGHWAY COMMISSION

Form 37—4174—2500—5-32

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
JUL 12 1932
OREGON
STATE HIGHWAY COMMISSION

*Date* July 9, 1932, 193

*Job name* Red Bridge - Drain
Oiling contr. # 1359

*Highway* Umpqua 109B

*County* Douglas *Job prefix* 6 P 8

*Week from* July 2 *to* July 9

*Mail address* Drain, Oregon

*Telegraph or telephone address* Tavern Hotel, Drain, Ore.

*Express and freight address* Drain, Oregon

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Contractor patched about three miles from M.P.39.9 to 42.9, on July 5 and started road work July 6.

Contractor has averaged 550 c.y. per day of two six hour shifts.

Contractor found a roller and now has the required equipment.

Ask contractor to replace worn bit on motor grader, also to supply men with heavy road rakes, the kind he is using are the light garden type.

Mr.Walsh from Eugenewas here July 8 to check the shipment of rejects as to quantity and where they are to be stock piled.

The complete job has been staked including the dead haul from stock pile opposite M.P. 48.8 this dead haul being 2640 feet.

One man arrived of the three new men that were to report to this project with Mr.Levy reporting July 8 in place of Mr.Bellards. This leaves one of the two local men hired July 6, still working. ( Letter to Mr.H.G.Smith )

RECEIVED
JUL 12 1932
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

*Signed* V.L.Goodnight

*Title* Res.Engr.

### *GRADING CONSTRUCTION*

*Total miles of grading in project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Total cubic yards in project* .....

*Cubic yards moved to date* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be measured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

### *ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT*

*Total miles surfacing in project* .....

*Miles completed* .....

*Miles partially done* .....

*Total cubic yards in project* .....

*Cubic yards produced to date* .....

*Average daily yardage produced this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Project will be completed about* .....

*Number of men in Engineering Party* .....

### INSTRUCTIONS

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### *SURVEYS*

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

### Oiling Work ~~PAVING WORK~~

*Total miles paving in project* ..... 10. .....

*Miles paving completed* ..... 1.9 .....

*Total square yards in project* ..... 105600 .....

*Square yards completed to date* ..... 20000 .....

*Average daily square yards this week* ..... 5000 .....

*Miles shoulders completed both sides* ..... — .....

*Contractor's average force for week* ..... 28 men per shift,

3 small

..... *teams,* ..... 4 large ..... *trucks*

*Job will be completed about* ..... Aug. 5 .....

*Number of men in Engineering Party* ..... 5 and 6 flagman .....

### *DISTRIBUTION OF TIME*

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

1. *This job* ..... 6 P S ..... *Percentage* ... 100 .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

July 6, 1932.

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement, covering the Bandon-Curry County Line Section, Project No. 109-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MM.

encl.

Oregon State Highway Department — Project No. 109-B (Redpo)

**BANDON-SOUTH CURVE LINE SECTION**
**OF THE OREGON COAST HIGHWAY IN COOS COUNTY**

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, July 2, 1932.

**STATEMENT OF COMPLETED WORK**

| | |
|---|---|
| Final Cost on Roadway | $ 33,450.32 |
| Engineering and Contingencies | |
| Total | $ 49,190.32 |
| Total Cost On which Federal Aid was computed | $ 33,700.00 |
| Total Federal Aid Paid, (Fiscal year 1935) | $ 21,300.00 |

| | | | | |
|---|---|---|---|---|
| Length of Roadway (excl. bridges) | | | 10.935 miles | |
| " " Trestle (Sta. 5+00) | | 130.7 ft. | | |
| " " Johnson Cr. Br. | | 27.5 " | | |
| " " Crooked Cr. Br. | | 30.0 " | | |
| " " Two Mile Cr. Br. | | 29.0 " | | |
| " " Four Mile Cr. Br. | | 140.0 " | | |
| " " Bethel Cr. Br. | | 77.5 " | | |
| " " Bates Cr. Br. | | 116.0 " | | |
| Total length, Bridges | | 550.7 " | 0.104 miles | |
| Length of Project | | | 11.039 " | |
| Cost per mile | | | | $ 4,498.43 |
| Federal Aid Paid per mile | | | | $ 1,955.98 |

**NEW WORK - ROADWAY**

**Bituminous Macadam Wearing Surface**
**Bandon-South Section (Sta. 0+00 to Sta. 172+65.61)**

| | | | | |
|---|---|---|---|---|
| 830 | cu. yds. | Grade A[1] Materials in Stockpile | $ 2.20 | $ 1,826.00 |
| 330 | " " | Grade B[2] Materials in Stockpile | 2.20 | 726.00 |
| 1,770 | " " | Grade C[3] Materials in Stockpile | 2.20 | 3,894.00 |
| 8,500 | yd. mi. | Hauling Broken Stone (Tr. Mean.) | .165 | 1,402.50 |
| | | | | $ 7,848.50 |
| 3.3 | miles | Preparation of Base | 50.00 | 165.00 |
| 3,300 | cu. yds. | Placing Mineral Aggregate | 1.10 | 3,630.00 |

| | | | | | |
|---|---|---|---|---|---|
| 3,600 | yd. mi. | Hauling Mineral Aggregate | $0.15 | | $ 540.00 |
| 180 | tons | No. 3 Oil in Place | 21.00 | | 3,780.00 |
| 30 | tons | Emulsified (or Cut-back) Asphalt in Seal Coat | 21.40 | | 642.00 |
| | | | | | $5,737.00 |
| | | | | | $ 16,695. |

**Johnson Creek Culvert**

| | | | | | |
|---|---|---|---|---|---|
| 275 | cu. yds. | Excavation | $ 1.75 | low bid | $ 481.25 |
| 20 | " " | Excavation below plans | 1.75 | " " | 35.00 |
| 1,100 | lin. ft. | Fir Piling | .60 | " " | 660.00 |
| 195 | cu. yds. | Class "A" Concrete | 17.00 | " " | 3,315.00 |
| 10,000 | lbs. | Reinforcing Metal | .06 | " " | 600.00 |
| All Required | | Remove Old Bridge & Maint. Traffic | | " " | 250.00 |

**Crooked Creek Culvert**

| | | | | | |
|---|---|---|---|---|---|
| 140 | cu. yds. | Excavation | 1.75 | " " | 245.00 |
| 20 | " " | Excavation below plans | 1.75 | " " | 35.00 |
| 1,100 | lin. ft. | Fir Piling | .60 | " " | 660.00 |
| 210 | cu. yds. | Class "A" Concrete | 17.00 | " " | 3,570.00 |
| 26,000 | lbs. | Metal Reinforcement | .06 | " " | 1,560.00 |
| All Required | | Remove Old Bridge & Maint. Traffic | | | 250.00 |
| | | | | | $11,905.75 |
| | | | | | $ 28,600.75 |
| | | 10% Engr. & Cont. | | | 2,851.12 |
| | | Total ..... | | | $ 31,362.37 |

Original length of Brandon-South Unit. (Sta. 0+00 to Sta. 172+63.6) excluding bridges 3.234 miles

Bridges on Original Projects

| | | |
|---|---|---|
| Trestle (Sta. 5+00) | 130.7 ft. | |
| Johnson Creek Bridge | 27.5 ft. | |
| Crooked Creek Bridge | 30.0 ft. | |
| Total | 188.2 ft. | 0.036 miles |

Total Original length of unit 3.270 "

Revised length of Brandon-South Unit (excluding bridges) 3.245 miles

Bridge on Revised Projects

| | | |
|---|---|---|
| Trestle (Sta. 5+00) | 130.7 ft. | .025 " |

Total length 3.270 "

Cost per mile new work $ 9,986.18

Adjusted Federal Aid paid per mile (Recpomed Unit),

$1,955.92 x $\frac{3.236}{3.245}$ = $1,949.28

$\frac{18673.88 - 1949.28}{18,675.00}$ = .89562 deficiency

.89562 x $18,669.00 = $16,720.32 per mile allowable

Federal Aid Requested, 62.2% of $31,362.37 = $19,516.00

**NEW YORK - [illegible]**

**Four Mile Creek Bridge**

| | | | | | | |
|---|---|---|---|---|---|---|
| 140 | cu. yds. | Excavation | $ 7.00 | low bid | $ | 980.00 |
| 15 | " " | " below plans | 5.00 | " | " | 75.00 |
| 1,200 | lin. ft. | Piling | .60 | " | " | 720.00 |
| 100 | cu. yds. | Class "A" Concrete | 20.00 | " | " | 2,000.00 |
| 55 | " " | " type " | 24.00 | " | " | 1,320.00 |
| 29,500 | lbs. | Total Reinforcement | 0.06 | " | " | 1,770.00 |
| 170 | lin. ft. | Concrete Handrail | 4.00 | " | " | 680.00 |
| All Required | | Remove Old Bridge and Maint. Traffic | | " | " | 560.00 |
| 2,600 | cu. yds. | Channel Change Excavation | .525 | " | " | 1,365.00 |
| All Required | | Clearing Site for Channel Change | | " | " | 100.00 |
| | | | | | | $ 9,515.00 |
| | | | 10% Engr. & Cont. | | | 951.50 |
| | | | Total | | | $10,246.50 |

Length of Structure 90 ft.
" " Approaches 50 "

Total 140 ft. .026 miles

| Item | REMARK Total Work | Federal Aid | State Funds |
|---|---|---|---|
| **Roadway -- Improved Portions** | | | |
| Old Work | $14,584.07 | $ 6,341.17 | $ 8,242.90 |
| New Work | 31,362.37 | 19,516.80 | 11,845.57 |
| | $45,946.44 | $25,857.97 | $20,088.47 |
| **Roadway -- Unimproved Portions** | | | |
| Old Work | 34,686.27 | 15,046.85 | 19,639.42 |
| Totals, Roadway | $80,632.71 | $40,904.82 | $39,647.89 |
| **Bridges -- New Work** | | | |
| Four Mile Creek Bridge and Approaches | 10,246.50 | 6,376.32 | 3,870.18 |
| Totals (All Work) | $90,799.21 | $47,281.21 | $43,516.00 |

**Revised Lengths**

| | | |
|---|---|---|
| Reopened Roadway | 3.245 | miles |
| Non-reopened Roadway | 7.700 | " |
| Total (Roadway) | 10.945 | " |
| Bridges | .094 | " |
| Total, Project | 11.039 | " |

State funds for construction: Chap. 175, Laws 1917; Chap 31, Laws 1920.

" " " maintenance: Chap. 41, Laws 1927.

Oregon State Highway Department — Project No. 126-B (Resp.)

## BANDON-SUNSET SCENIC LINE SECTION
## OF THE SUNSET COAST HIGHWAY IN COOS COUNTY

(Estimated with bituminous specifications. Not as basis for modified agreement.)

Salem, Oregon, May 12, 1926.

### STATEMENT OF COMPLETED WORK

| | |
|---|---|
| Final Cost on Roadway | $ 38,422.32 |
| Engineering and Contingencies | 1,758.02 |
| Total | $ 40,180.34 |
| Total Cost on which Federal Aid was computed | $ 36,706.80 |
| Total Federal Aid Paid, (Fiscal year 1925) | $ 32,186.02 |

| | | | |
|---|---|---|---|
| Length of Roadway (excl. bridges) | | 10.865 miles | |
| " " Trestle (Sta. 3+00) | 130.7 ft. | | |
| " " Johnson Cr. Br. | 27.5 " | | |
| " " Crooked Cr. Br. | 30.0 " | | |
| " " Two Mile Cr. Br. | 28.0 " | | |
| " " Four Mile Cr. Br. | 140.0 " | | |
| " " Bethel Cr. Br. | 77.5 " | | |
| " " Butte Cr. Br. | 116.0 " | | |
| Total length, Bridges | 550.7 " | 0.104 miles | |
| Length of Project | | 11.039 miles | |
| Cost per mile | | $ 3,638.48 | |
| Federal Aid Paid per mile | | $ 2,915.82 | |

### BIG BEND - BOARDMAN

Bituminous Macadam Wearing Surface
Bandon-South Section (Sta. 0+00 to Sta. 172+65.6)

| | | | |
|---|---|---|---|
| 650 cu. yds. | Grade "A" Mats. in Stockpile | $ 2.20 low bid | $ 1,826.00 |
| 330 cu. yds. | " "B" " " " | 2.20 " " | 726.00 |
| 1,770 cu. yds. | " "C" " " " | 2.20 " " | 3,894.00 |
| 8,800 yd. mi. | Hauling Br. Stone (Truck Mens.) | .155 " " | 1,402.50 |
| | | | $ 7,848.50 |

| | | | | |
|---|---|---|---|---|
| 5.5 miles | Preparation of Base | $80.00 | Mst. | $ 155.00 |
| 5,200 cu. yds. | Placing Mineral Aggregate | 1.20 | " | 5,000.00 |
| 5,000 yd. mi. | Hauling " " | .15 | " | 500.00 |
| 100 tons | No. 5 Oil in Place | 24.00 | | 4,000.00 |
| 30 tons | Emulsified (or Cutback) Asphalt in Seal Coat | 24.00 | " | 720.00 |
| | | | | $ 9,795.00 |
| | | | | $17,555.80 |

**Johnson Creek Culvert.**

| | | | | | |
|---|---|---|---|---|---|
| 275 cu. yds. | Excavation | $ 1.75 | low bid | $ | 481.25 |
| 20 " " | " below plans | 1.75 | " " | | 35.00 |
| 1,100 lin. ft. | Fir Piling | .80 | " " | | 880.00 |
| 195 cu. yds. | Class "A" Concrete | 17.00 | " " | | 3,315.00 |
| 10,000 lbs. | Reinforcing Metal | .08 | " " | | 1,160.00 |
| All Required | Remove Old Br. & Maint. Traffic | | " " | | 111.00 |

**Crooked Creek Culvert.**

| | | | | | |
|---|---|---|---|---|---|
| 160 cu. yds. | Excavation | $ 1.75 | " | " | 245.00 |
| 10 cu. yds. | " below plans | 1.75 | " | " | 17.50 |
| 1,100 lin. ft. | Fir Piling | .80 | " | " | 880.00 |
| 210 cu. yds. | Class "A" Concrete | 17.00 | " | " | 3,570.00 |
| 20,000 lbs. | Metal Reinforcement | .08 | " | " | 1,600.00 |
| All Required | Remove Old Bridge & Maint. Traffic | | | | 211.00 |
| | | | | | $11,906.75 |
| | | | | | $29,462.55 |
| | 10% Engr. & Cont. | | | | 2,945.62 |
| | Total | | | | $32,405.17 |

Original length of Bandon-South Unit. (Sta 0+00 to Sta. 172+65.6) excluding bridges — 3.254

Bridges on Original Project:

| | | |
|---|---|---|
| Trestle (Sta. 8+00) | 130.7 | ft. |
| Johnson Cr. Br. | 27.5 | " |
| Crooked Cr. Br. | 30.0 | " |
| Total | 188.2 | " = 0.036 miles |

Total Original length of unit — 3.270 "

Revised length of Ranger-South Unit (excluding bridges) 3.245 miles
Bridge on Revised Project:
Trestle (Sta. 5+00) 130.7 ft. .025 "
3.270 "

Total length

Cost per mile new work $9,988.18

Adjusted Federal Aid paid per mile (Reopened Unit),
$1,956.98 = 5.254 = $1,949.28
5.245

$\frac{18875.00 - 1949.28}{18,875.00}$ = .89862 deficiency

.89862 x $18,069.00 = $16,720.52 per mile allowable

Federal Aid Requested, 62.25% of $32,405.17 = $20,165.75

NEW WORK - BRIDGE

Bear Mile Creek Bridge

| | | | | | |
|---|---|---|---|---|---|
| 1,000 Cu. yds. | Excavation | | $ 7.00 | low bid | $ 980.00 |
| 15 " " | " | below plans | 5.00 | " " | 75.00 |
| | | | .08 | " " | 720.00 |
| 1,000 lin. ft. | Piling | | 20.00 | " " | 2,000.00 |
| 100 cu. yds. | Class "A" Concrete | | 24.00 | " " | 1,320.00 |
| " "D" " | | | .06 | " " | 1,770.00 |
| 55 cu. yds. | Metal Reinforcement | | 4.00 | " " | 680.00 |
| 20,000 lbs. | Concrete Handrail | | | " " | 880.00 |
| 170 lin. ft. | Remove Old Bridge and Maint. Traffic | | .525 | " " | 1,000.00 |
| All Required | Channel Change Excavation | | | " " | 100.00 |
| 2,000 Cu. yds. | Clearing Site for Channel Change | | | | |
| All Required | | | | | |
| | | | | | $ 9,515.00 |
| | | 10% Engr. & Cont. | | | 951.50 |
| | | Total | | | $10,246.50 |

Length of Structure 80 ft.
" " Approaches 60 "
Total 140 ft. .026 miles

## SUMMARY

| Item | Total Cost | Federal Aid | State Funds |
|---|---|---|---|
| **Recurred Portions** | | | |
| Old Work | $14,884.07 | $ 6,341.17 | $ 8,542.90 |
| New Work | 32,405.17 | 20,165.73 | 12,239.44 |
| | $46,989.24 | $26,506.90 | $20,482.34 |
| **Non-Recurred Portions** | | | |
| Old Work | $54,605.27 | $15,040.85 | $19,559.42 |
| | $61,595.51 | $41,555.75 | $40,041.76 |
| Total (Roadway) | | | |

## BRIDGES

| | | | |
|---|---|---|---|
| **New Work** | | | |
| Four Mile Cr. Br. and Approaches | $10,246.50 | $ 6,576.90 | $ 3,670.11 |
| Totals (All Work) | $51,842.01 | $47,932.14 | $43,711.87 |

## Revised Lengths

| | | |
|---|---|---|
| Recurred Roadway | 3.745 | Miles |
| Non-recurred Roadway | 7.700 | " |
| Total (Roadway) | 10.945 | " |
| Bridges | .094 | " |
| Total (Project) | 11.039 | " |

~~1500~~
1078

June 27, 1932

Standard Oil Company of California,
Pacific Building,
Portland, Oregon.

Attention of Mr. W. L. Muncy, District Sales Manager

Gentlemen:

In reply to your inquiry of June 8, we are pleased to give you the following information regarding J. F. Forbes' contract:

State Highway Contract No. 1559 was awarded by the State Highway Commission on June 6, 1932 to J. F. Forbes. It is known as Bituminous Macadam Project No. 11, bituminous macadam construction and oiling on the Umpqua, Oregon Coast and No. 260 Secondary Highways in Coos, Curry, Douglas and Josephine Counties.

The amount of the contract is $70,035.20. A surety bond was furnished by the contractor to the state in the sum of $70,035.20. It was written by United States Fidelity & Guaranty Company. C. O. Price is its resident agent, his offices being in the Porter Building, Portland.

According to the terms of the contract the work is to be completed on or before August 31, 1932.

We were unable to give you the above data before this date as the contract was not returned by Mr. Forbes until today.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

# STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. S. GORDON
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

June 3, 1932

RECEIVED
JUN 7 1932
OREGON
STATE HIGHWAY COMMISSION

J. F. Forbes
Surfacing highway in Coos, Curry,
Douglas and Josephine Counties
Bituminous Macadam Project #11

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We understand that the work in which the above contractor is engaged is being done under contract with Oregon State Highway Commission.

As we are delivering petroleum products to be used in this work, we would appreciate your furnishing us with the following information:

Is the above the correct name under which the contract was let?_____
If sub-contractor, under what general contractor is work being done?

_____

Number of contract:_____. Description and location of work:

_____

_____

_____

Amount of contract $_____. Name and address of bondsmen furnishing materialmen's bond: _____

_____

Amount of bond $_____. Time limit to the contractor or estimate of when job will be completed:_____

At what intervals are estimates to be paid the contractor?_____

_____

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By W L Muncy

OR 109B

June 7, 1932

Mr. Fred E. Robertson
Route 2
Grants Pass, Oregon

Dear Sir:

Your communication of June 5, addressed to the Hon. Julius L. Meier, Governor of the State of Oregon, with regard to the work on the secondary road out of Grants Pass and with particular reference to the matter of oiling versus the extension of the grading and surfacing on this road, has been referred to me for answer.

Please be advised that the County Court requested that this road be oiled and we have let a contract in conformity thereto. Therefore, it is too late to give any consideration to this problem this year inasmuch as all the secondary funds of this county have been obligated. We will be glad to give consideration to your problem at such time as the secondary funds are obligated next year.

Very respectfully

State Highway Engineer

RAB:HI

pectfully referred to Mr. R. H. Baldock, State Highway Engineer,
EXECUTIVE DEPARTMENT

June 6, 1932

RECEIVED
JUN 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

R 2, Grants Pass, Or.

STATE OF OREGON
RECEIVED
JUN 1932
Executive Department

Dear Governor:

Am writing this to ask if you can use your influence with the State highway commission to cause this certain Secondary high-way (which I will discribe later) to be completed. By grading and graveling about five (5) miles of road, in preffernce to the surface oiling of a part of the same high-way.

Here is a crude discription of Secondary high-way, Which will be called road here after.

This road begins at the city limit west G. Street Grants Pass Oregon and runs Westerly to the Robertson bridge, (Which crosses Rogue River) thence south to the Redwood high way, a

distance of about twenty four (24) miles. Now all of this road excepting about five (5) miles has been put up to a standard grade and graveled

Now as I understand this county Court, has recomended to the Highway Commissioners that a part of this road be oil surfaced. So am asking that this matter be investigated. As I and many others do contend that the five (5) miles unfinished road should be finished up to standard. By grading and gravel surfacing of the same

Am sure that the majority of the people feel as I do about the matter

And that is this. Owing to the condition of the times just now

The money required to oil surface a part of this road as recomended, could be used to a much greater adiantage to the public of this County, by using this same amount of money by grading and gravel surfacing the five (5) miles that is now unfinished. As the money could be circulated among considerable of the population here and that would help to relieve the depression here

There is much could be said on the subject but will not take your valuable time now

Trusting you will use your influence in causing this matter to be investigated further before the contract is completed for the oiling of this road Thanking you for any consideration you give the matter I am Very sincerely yours Fred N. Robertson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932 OR 109-B

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 109-B, the Bandon-Curry County Line section of the Oregon Coast Highway, were recommended for approval on May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation, provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

RECEIVED
1932

STENCIL NO. 124

PF 10913

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Ore.F.A.P. 109-B

Post Office Building
Portland, Oregon.

July 9, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By
W. J. Canfield
Highway Engineer.

Encl.

## MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 20, 1925, by the State Highway Commission of Oregon, and on June 13, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 109, Section B; and

WHEREAS, the plans and specifications previously approved for said Section B provided for the construction of 10.935 miles net of road surfaced with crushed rock, in Coos County, for which the estimate approved was $35,706.00, and $21,423.60 Federal funds were set aside to the credit of said Section B; and

WHEREAS, the construction of said Section B in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $49,190.34, and voucher in the sum of $21,388.02 has been passed for payment as the share of the Federal Government on said Section B; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section B and a revision of the plans, specifications and estimates approved therefor to provide for the construction of additional drainage structures, including one bridge of more than 20 ft. clear span 0.026 of a mile in length, thereby

increasing the net length of said Section B from 10.935 miles to 10.972 miles, and for the construction of a multiple lift bituminous macadam wearing surface on that portion of said Section B between survey stations 0+00 and 85+50, a distance of 5.960 miles; at an estimated cost of $49,548.67; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from the previous actual cost of $49,190.34 to $98,739.01, and that the Federal funds approved and set aside to the credit of said Section B be increased from the previous actual payment of $21,388.02 to $52,222.15:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of fifty-two thousand, two hundred twenty-two and 15/100 dollars ($52,222.15) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between survey station 0+00 at the south city limits of Bandon, and survey station 351+60 in the S.E. corner of Sec. 23, T.30 S., R.15 W., (excepting therefrom those portions between survey stations 4+77 and 6+07.5, stations 217+10 and 217+39, stations 306+92 and 307+69.5, and stations 342+02 and 343+18), terminal points, a distance of 10.972 miles, known locally as the Bandon-Curry County Line Section of the Roosevelt Coast Highway between Coos Bay and Port Orford, Coos County, being Section B of Oregon Federal Aid Project No. 109, consisting of 10.946 miles of roadway and one bridge of more than 20 ft. clear span 0.026 of a mile in length."

To Article III shall be added paragraph (d) to read:

"(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $88,492.51, Federal Aid $45,845.76; one bridge, approved estimate $10,246.50, Federal Aid $6,376.39."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of fifty-two thousand, two hundred twenty-two and 15/100 dollars ($52,222.15), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-eight thousand, seven hundred thirty-nine and 01/100 dollars ($98,739.01), the approved total estimated cost of Section B of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41., Laws of 1927.

"The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 22nd day of May, 1930, and the Secretary of Agriculture on the 14th day of June, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 109, Section B.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0+00 at the south city limits of Bandon, and survey station 351+50 in the S.E. corner of Sec. 23, T.30 S., R. 15 W., (excepting therefrom those portions between survey stations 4+77 and 6+67.5, stations 217+10 and 217+39, stations 306+92 and 307+69.5, and stations 342+02 and 343+18), locally known as the Bandon-Curry County Line Section of the Roosevelt Coast Highway between Coos Bay and Port Orford, Coos County, and designated in the records of this Department as Project No. 109, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 98,739.01 in lieu of the previous actual payment of $21,386.02 Section B of as the total estimated cost of said project, and the sum of $ 52,222.15/ Section B of authorized Federal pro rata share as the share of the United States, payable under said acts on account of such project, which does not exceed the/ per cent of said total estimated cost.

Done at the city of Washington, this 14th day of June one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. M. Stuart
Acting Secretary of Agriculture.

(RMS)

GOVERNMENT PRINTING OFFICE 8—4820

Ore. 10903

SPECIAL PROVISIONS

Riverton-Bandon-South Section

## TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M. (10:00 A. M.) on the twenty-fifth (25th) day of July, 1929.

## DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the resurfacing of the portion of the Roosevelt Coast Highway which is between Riverton and Bandon in Coos County, and of the furnishing of approximately 15,400 cubic yards of broken stone for later use by the State in connection with maintenance and betterment operations on the portion of the Roosevelt Coast Highway which is between Riverton and a point about six miles south of Bandon.

The section of highway to be resurfaced is 12.0 miles in length and extends from mile point 291.16, near Riverton, to mile point 303.16 (Station 0+00) at the south corporate limit of the city of Bandon.

The section of highway for which broken stone for maintenance and betterment purposes is to be furnished is 18.0 miles in length and extends from mile point 291.16, near Riverton, to mile point 309.16 (Station 85+50) about six miles south of Bandon.

## DATE OF COMPLETION

The work to be done under the contract shall be completed not later than June 30, 1930.

## BROKEN STONE RESURFACING

Standard Specification to Apply:

The broken stone resurfacing shall be constructed in accordance with the standard specification for "Rock Surfacing" as the same is given on page 28 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

R. H. Baldock

ACTING CHIEF, BUREAU OF PUBLIC WORKS

6-14-30

Kind and Quality of Materials:

The materials to be used in the construction of the broken stone resurfacing shall be clean broken stone manufactured from hard and durable rock obtained from the quarry located in the city of Bandon at a point about 0.8 mile west of the highway at mile point 302.7.

Sizes of Materials:

The broken stone to be used in the resurfacing work shall be of two sizes, viz: base course broken stone and top course broken stone.

All of each size of material shall pass a screen having openings of a certain size, and all of each size of material shall be retained upon a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

| | Size of Openings in screen through which all must pass. | Size of Openings in screen upon which all must be retained |
|---|---|---|
| Base Course Material | 2½ inch, circular | 1/8 inch, square |
| Top Course Material | 1 inch, circular | 1/8 inch, square |

Each size or grade of material shall be well graded between the specified maximum and minimum limits.

Quantities per Mile:

The resurfacing work will require approximately 1,800 cubic yards of base course material per mile, and approximately 600 cubic yards of top course material per mile.

Preparation of Subgrade:

The existing surfacing shall be scarified to such depth as the engineer may order. Part of the old surfacing materials shall then be bladed into windrows along the edges of the roadway to serve as shoulders between which to place the new resurfacing materials, the cross-section and the positions of the windrows to be as indicated in the typical cross-section plan. The remaining surfacing materials shall be shaped to specified crown and made free of all ruts and other inequalities.

The subgrade shall be prepared only a short distance in advance of the placing of surfacing materials, and after it has once been prepared, it shall be maintained true to cross-section, grade and surface until covered. It must be in a condition satisfactory to the engineer at the time the surfacing materials are placed upon it.

Placing of Materials:

The base course materials shall be placed in two courses of approximately equal thicknesses.

The first of the two courses of base course materials shall be placed at least one mile in advance of the second of the two courses. No top course materials shall be placed until both of the two courses of base course materials are in place over the entire length of the section of highway which is to be resurfaced.

Measurement and Payment:

Payment for the broken stone resurfacing constructed as specified will be made on the same basis as is specified in the standard specification for rock surfacing, except that separate payment will be made for the hauling of the materials, this separate payment to be made at the price bid per yard mile for "Hauling Broken Stone, Truck Measure".

The haul distances to be used in computing the yard miles of haul to be paid for will be the distances from the quarry to the points at which the materials are deposited, provided, however, that no payment will be made for deadhaul in excess of one mile.

The broken stone will be measured in the trucks at the point of loading. Haul distances will be measured in half-mile units, fractional half-miles to be allowed for as full half-miles.

## BROKEN STONE FOR BETTERMENT AND MAINTENANCE

Work to be Done:

Under this specification, the contractor shall furnish broken stone for later use by the State in connection with betterment and maintenance operations on the section of the Roosevelt Coast Highway which is between mile point 291.16, near

Riverton, and mile point 309.16, about six miles south of Bandon.

Quality of Materials Et Cetera:

The materials to be furnished under this specification shall be of the same kind and quality as is hereinbefore specified for the materials to be furnished for the resurfacing work.

The conditions governing the acquiring and developing of the source of materials shall also be the same as apply in connection with the resurfacing work.

Sizes and Grades of Materials:

The materials shall be of three sizes or grades, which sizes or grades will hereinafter be referred to as Grade "A", Grade "B" and Grade "C".

All of each grade of material shall pass a screen having openings of a certain size, and all of each grade of material shall be retained upon a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

| | Size of openings in screen through which all must pass. | Size of openings in screen on which all must be retained. |
|---|---|---|
| Grade "C" | 1½ inch, circular | 3/4 inch, circular |
| Grade "B" | 3/4 " , " | 1/2 " " |
| Grade "A" | 1/2 " , " | 1/8 " , square |

Places of Delivery:

The broken stone shall be delivered in stock piles on such suitable sites alongside the highway as the engineer may select and obtain. It is expected that the sites will be located about three miles apart.

Preparation of Stock Pile Sites:

The sites for the stock piles shall be cleared and otherwise prepared in accordance with the instructions of the engineer.

The work involved in the preparing of the sites will be considered "extra work", and will be paid for accordingly.

Height and Form of Piles:

The piles shall be not less than ten (10) feet in height, with side slopes not flatter than one and one-half to one. They shall be neat and regular in form, and they shall cover as small areas as practicable.

Separate piles shall be provided for each of the different grades of materials, and the piles shall be so arranged that there will be no possibility of the different grades becoming mixed.

Quantities per Mile:

The quantities of broken stone to be furnished for each mile of highway shall be approximately as follows:

| | For Betterment | For Maintenance |
|---|---|---|
| Grade "C" | 275 cu. yds. | 50 cu. yds. |
| Grade "B" | 110 cu. yds. | 100 cu. yds. |
| Grade "A" | 215 cu. yds. | 100 cu. yds. |
| | 600 cu. yds. | 250 cu. yds. |

Payment for Materials Delivered in Stock Piles:

For the materials delivered in stock piles, as above provided, payment will be made at the prices bid for the following items:

1. Grade "A" Materials in Stock Pile
2. Grade "B" Materials in Stock Pile
3. Grade "C" Materials in Stock Pile

In addition to payment at these prices, the contractor will receive an allowance for hauling at the price bid per yard mile for "Hauling Broken Stone, Pile Measure". The haul distances to be used in computing this allowance will be the distances from the quarry to the respective stock pile sites, provided, however, that no payment will be made for deadhaul in excess of one mile.

The quantities of stock-piled materials to be paid for shall be determined by cross-section measurement of the completed stock piles, no allowance being made for settlement or shrinkage. The volumes to be used in computing the yard miles of hauling to be paid for shall be determined in the same manner.

The haul distances shall be measured to the nearest one-hundredth of a mile and shall be so allowed for, except in cases where the total haul distance is less than one-half mile, in which cases a full one-half mile of haul will be allowed for.

## EARTH FILLER

Standard Specification to Apply:

Earth filler shall be furnished and placed in accordance with the standard specification for "Earth Filler" as the same is given on page 31 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

Kind and Source of Materials:

The materials that the contractor will be required to load, haul and incorporate in the surfacing under the item "earth filler" shall be the stone chips, stone dust and other material below one-eighth (1/8) inch in size which is to be screened from the broken stone (as hereinbefore provided), and/or sand or sand loam from such sources as the engineer may select and designate.

## MISCELLANEOUS PROVISIONS

Conditions Governing the Excavation of Rock from the Quarry:

The contractor's quarrying operations shall be confined to that area which, on the accompanying sketch map, is included within the lines AB, BD, DE, EF, FG and GA. It is expected that by quarrying to a depth of fifty or sixty feet, sufficient suitable rock can be obtained within that area to produce the quantities of broken stone called for by the contract.

The property to the west of the line GH and to the north of the lines HI and IJ is property of the federal government. The contractor will be allowed to make his plant set-up on the government property, but upon completion of the work, he must remove from that property all structures, equipment, materials, debris and other matter, and he must clean the property up in a manner satisfactory to the district engineer of the U. S. Engineer Department at Large.

No overburden material or waste material of any kind shall

be left by the contractor upon any area outside of the area bounded by the lines CD, DE, EF, FG and GH unless the prior written permission of the owner of the property upon which the material is to be left, has been obtained.

In case the quantity of suitable rock obtainable from the area to which the contractor's quarrying operations must be confined as above specified, fails by more than ten per cent to produce the full quantity of broken stone called for by the contract, the contractor will be allowed compensation for that proportionate part of the cost of the moving in, setting up and dismantling of the crushing plant which is properly chargeable to those of the specified quantities of materials that could not be produced by reason of the shortage in the quantity of rock obtainable.

Disposition of Rejections:

In accord with the provisions which appear on page 15 of the standard specification form under the head "Waste Materials and By-Products to be Property of State", the one-eighth inch materials screened from the broken stone shall become the property of the state, payment therefor being understood to be included in the payments to be made for the surfacing work and for the furnishing of materials in stock piles.

If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be used as filler material in the surfacing, they shall be so used, and for the loading, hauling and placing of the materials, so used, the contractor will receive payment in the same manner and at the same prices as he receives payment for any other materials furnished under the item "Earth Filler." If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be especially hauled and stock-piled, they shall be so hauled and stock-piled, and for the loading, hauling and stock-piling, the contractor will receive payment at a price of twenty-five cents ($0.25) per cubic yard, the materials to be measured in the completed stock piles, it being understood that if the materials are hauled more than one-half mile, payment will be made for the part of the haul that is in excess of one-half mile at the price bid for "Hauling Broken Stone, Pile Measure".

Use of Materials from Stock Piles:

The right is reserved by the state to use materials from stock piles before the piles have been entirely completed and

measured. The quantities of materials so used shall be measured in the trucks into which they are loaded from the stock piles, but from such measurement a deduction of five (5) per cent shall be made for "swell". Payment will be made for the materials at the price which applies to the same class of materials delivered in stock pile. For the hauling of the materials from the quarry to the stock pile, payment will be made at the price bid for "Hauling Broken Stone, Pile Measure".

Use of Materials from Bunkers:

In case the State desires to have a part of the materials delivered to it in trucks at the bunkers, a part of the materials shall be so delivered. Materials so delivered shall be measured in the trucks into which they are delivered, but from such measurement a deduction of five (5) per cent shall be made for "swell". Payment will be made for the materials at the price which applies to the same class of materials delivered in stock pile.

Trucks Must Have Pneumatic Tires:

During the period from October 1, 1929, to April 1, 1930, all trucks engaged in the hauling and delivering of materials shall be trucks equipped with pneumatic tires. The use of solid tired trucks will not be permitted during that period.

## ADDITIONAL SPECIAL PROVISIONS

Surety Is Liable for Claims Due Industrial Accident Commission:

Section 2991, Oregon Laws, and Section 6718, Oregon Laws as amended by Chapter 24, Laws of 1923, were amended by Chapters 136 and 137, Laws of 1929, by which later amendments claims due the State Industrial Accident Commission are protected by the bond given in connection with a contract for public improvements. Therefore, said Chapters 136 and 137, General Laws of Oregon, 1929, are by this reference thereto made parts of this agreement and of the accompanying bond, to the same extent and for the same purpose as though the conditions and requirements specified in said statutes were written herein, and the conditions and obligations provided for in said statutes shall be deemed to be a part of the conditions and obligations of said bond, and the principal and the surety on said bond hereby agree to promptly pay, as due, the claims of the Industrial Accident Commission as well as claims for material and labor.

## ADDITIONAL INSTRUCTIONS TO BIDDERS

Revised Specifications and Contract Agreement Form:

The work to be done is to be done in accordance with the provisions, terms, specifications and requirements set out in the "Standard Specification and Contract Agreement Form" issued by the State Highway Commission under date of January 1st, 1929. The bidder is expected to secure for himself a copy of this form and to familiarize himself fully with all of the provisions thereof.

Revised Proposal Form:

The bidder's attention is called to the fact that the proposal form contains some instructions and provisions that did not appear in the proposal form which was in use during the year 1928. All instructions and provisions contained in the proposal form should, therefore, be read carefully.

Bidder's Bonds:

Attention is called to that clause on page 4 of the proposal form which provides that if bidder's bonds are given as proposal guaranty, the same must be executed on the State Highway Commission's standard proposal bond form. The agent of the surety company furnishing the bond should be advised of the requirements stated in that clause, as failure of compliance therewith will result in the rejection of the bid.

Ore 109B.

# SPECIFICATION FOR BITUMINOUS MACADAM WEARING SURFACE

## BANDON-CURRY COUNTY LINE SECTION

Federal Aid Project No. 109-B

1½ x 18
approved 6-3-1929

## BITUMINOUS MACADAM WEARING SURFACE

**Type of Bituminous Macadam:**

The bituminous macadam wearing surface to be constructed on this project shall be of the multiple lift type. Its compacted thickness shall be one and one-half inches. The first lift shall consist of Grade "C" rock and No. 3 oil, and shall be slightly less than three-quarters of an inch in thickness. The second lift shall consist of Grade "B" rock, Grade "A" rock and No. 3 oil and shall be slightly less than one-half of an inch in thickness. The third and last lift shall consist of Grade "A" rock, sand and No. 3 oil and shall be slightly less than one-half of one inch in thickness.

**Width and Crown:**

The width and crown of the wearing surface shall be as indicated by the accompanying cross-section plan, subject, however, to such reasonable variation as may be necessary to properly take care of any special or unusual conditions that may be encountered.

**Materials:**

The mineral aggregate shall be broken stone or crushed gravel of the kind and quantity hereinafter specified under the head "Mineral Aggregate".

The oil shall be asphaltic road oil (No. 3 oil) conforming in all respects with the specifications given hereinafter under the head "Road Oil". The manner of application of the oil shall also conform with the specifications given under the head "Road Oil".

**Preparation of Oiled Macadam Base:**

The macadam base, which shall have been previously oiled, shall be repaired as may be necessary to put it in good condition to receive the bituminous macadam wearing surface. Then, immediately before the construction of the wearing surface is commenced, it shall be made clean and free of loose stones, dirt and dust by sweeping with revolving brooms and by such other means as may be necessary.

**First Lift of Bituminous Macadam:**

The first lift of the bituminous macadam shall consist of an application of No. 3 road oil followed by an application of Grade "C" aggregate. The oil shall be applied upon the prepared and oiled macadam base at a rate of approximately 0.15 gallon per square yard. The aggregate shall be applied at a rate of approximately 0.026 cubic yard per square yard. The

aggregate shall be spread to uniform thickness by means of blade graders, additional materials being added by hand on any bare or thin spots that may appear.

This first lift shall be lightly rolled with a power roller.

Second Lift of Bituminous Macadam:

The second lift of bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "B" aggregate and by an application of Grade "A" aggregate. The oil shall be applied at a rate of approximately 0.425 gallons per square yard. The Grade "B" aggregate shall be applied at a rate of 0.010 cubic yard per square yard and the Grade "A" aggregate shall be applied at a rate of 0.005 cubic yard per square yard.

This lift shall be thoroughly rolled and broomed, the Grade "A" aggregate being added while the rolling and brooming is in progress. The brooming shall be done with a non-revolving type of broom attached to the roller. After the lift is thoroughly compacted, it shall be allowed to stand under traffic for at least six days.

Third Lift of Bituminous Macadam:

The third lift of the bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "A" aggregate and by an application of sand or fine screenings. The oil shall be applied at a rate of 0.375 gallons per square yard. The Grade "A" aggregate shall be applied at a rate of 0.015 cubic yard per square yard, and the sand or fine screenings shall be applied at a rate of 0.003 cubic yard per square yard.

This lift shall be rolled and while the rolling is in progress, the fine aggregate shall be broomed about on the surface. The rolling and brooming shall continue until the oil has hardened and will absorb no more aggregate.

Construction Under Traffic:

Where traffic cannot conveniently be detoured from the section of road in process of construction, the construction of the wearing surface shall be proceeded with in the following manner:

Each day a length of road shall be laid out to be surfaced that day. The oiled macadam base on this length of road shall then be broomed and made ready for surfacing over one-half of its width, and on this half-width of prepared base, the first lift of the bituminous macadam surfacing shall be placed. Then, while traffic is being handled over this first lift of surfacing, the second half of the oiled base on the length of road to be surfaced that day shall be broomed and made ready for surfacing, and shall have constructed upon it its first lift of bituminous macadam. Traffic shall then be switched back to the second half of the roadway, and the next lift of the

surfacing shall be constructed upon the first half of the roadway. In this manner, each of the lifts of bituminous macadam shall be constructed first on one half width and then on the other half width of the roadway, care being taken to "break joints" each time with the lift or course below and care being taken to avoid any overlapping of the spreads of oil or spreads of rock along the centerline joints.

At the end of the day's run, each lift or course shall be terminated approximately five feet back from the end of the lift or course below it, so as to provide a sort of lapped joint between the work of one day and the work of the following day.

## MINERAL AGGREGATES

### Aggregates Are In Stock Pile:

The mineral aggregates to be used in the construction of the bituminous macadam wearing surface shall be the broken stone and/or crushed gravel which the State has had produced for the purpose and now holds in stock piles in the vicinity of the project.

The construction of the bituminous macadam wearing surface herein specified shall be understood to include the loading and transporting of the mineral aggregates from the stock piles to the points at which they are incorporated in the wearing surface.

### Sizes of Aggregates:

The aggregates shall be of the following grades and sizes:

Grade "A" Materials shall all pass a 1/2 inch circular ring and be retained on a screen having 1/8 inch square openings.

Grade "B" materials shall all pass a 3/4 inch circular ring and be retained on a 1/2 inch circular ring.

Grade "C" materials shall all pass a 1 1/2 inch circular ring and be retained on a 3/4 inch circular ring.

All materials shall be well graded between the limiting sizes.

### Sand:

The aggregate referred to in the foregoing specifications as "sand" may be either sand or screenings, all of which will pass a screen having one-eighth inch square openings.

### Spreading of Aggregates:

The trucks used in the spreading of aggregates shall be equipped with some suitable form of spreader box or other spreading device that will

give a uniform spread over a width equal to one-half of the width of the wearing surface.

When spreading aggregate over freshly spread oil, the trucks shall be run backward so that the oil will be covered with aggregate before the truck wheels come upon it.

## ROAD OIL

**Description:**

Oil furnished under these specifications shall be called No. 3 oil, and it shall be made from an asphaltic base oil. It shall be either a naturally homogeneous oil or a homogeneous residue from oil. It shall not have been distilled at a temperature high enough to injure by burning or to produce flecks of carbonaceous matter. It shall conform with the following requirements:

| | | |
|---|---|---|
| Asphaltic Residue of 80 Penetration | minimum | 94% |
| Viscosity, Float Test at 122° F. | minimum | 225 sec. |
| Flash Point, Cleveland Open Cup Test | minimum | 425 |
| Water and Sediment | maximum | 1½% |
| Water | maximum | ½% |
| Sediment | maximum | 1 % |
| Bitumen (soluble in Carbon Bisulphide) | minimum | 99% |
| Bitumen (soluble in Carbon Tetrachloride) | minimum | 99.65% |
| Bitumen Insoluble in 86° B paraffin naphtha | minimum | 6 |
| Bitumen Insoluble in 86° B paraffin naphtha | maximum | 27 |
| Penetration of Residue after loss on heating at 163° C. for 5 hrs. | minimum | 150 |

**Test Methods:**

In the testing of oils, the methods used shall be as prescribed by the American Society for Testing Materials (A.S.T.M.) under the following serial designations:

| | | | |
|---|---|---|---|
| Asphaltic Residue of 80 Penetration | Serial | Designation | D243-26 |
| Viscosity, Float Test at 122° F. | " | " | D139-27 |
| Flash Point, Cleveland Open Cup | " | " | D 92-24 |
| Water & Sediment, centrifuge Method | " | " | D 96-28 |
| Water | " | " | D 95-27 |
| Bitumen (soluble in Carbon Bisulphide) | " | " | D 4-27 |
| Bitumen (soluble in Carbon Tetrachloride) | " | " | D165-27 |
| Loss on Heating | " | " | D 6-27 |
| Penetration of Bituminous Materials | " | " | D 5-25 |

Bitumen insoluble in 86 deg. paraffin naphtha shall be determined by the method described in U. S. Dept. of Agriculture Bulletin 1216, revised September, 1928.

(Standard 1-29)

Manner and Method of Application of Oil:

The No. 3 road oil shall, at the time it is spread, have a temperature of approximately 375 degrees F. It shall be spread only when the air temperature is above 50 degrees F. Oil that has been overheated or "burned" shall not be used in the work.

The oil shall be spread by means of a pressure destributor which will satisfactorily make the distributions of oil required under the foregoing specifications. The distributor shall operate at a pressure of not less than twenty pounds per square inch, and shall give a uniform spread of oil over a width equal to one-half of the width of the wearing surface. It shall be equipped with a pressure gauge and a volume gauge so located as to be easily observed by the inspector while walking beside the distributor. It shall also be equipped with a tackometer to determine the speed so that the rate of spread of oil can be controlled accurately. The power for the pressure pump shall be supplied by a power unit entirely independent from the power unit which provides motive power for the distributor.

In order to secure uniform distribution of oil at the junction of two applications, the distribution shall be promptly stopped when the flow of oil begins to thin just before the tank is empty. Each time that the application of oil from the distributor is commenced, building paper shall be spread over the treated surface for a sufficient distance back so that the sprayers are operating at full force when the uncovered surface is reached. The building paper shall then be removed and burned.

The rates of application of oil shall not vary from the rates specified by the engineer by more than ten per cent, and if, in the application of the oil, any spots are missed, oil shall be applied on those spots by some means which will insure the application being made at the specified rates. Uniform application of oil will be required, and distributors equipped with poor valves will not be allowed to operate on the project.

## MISCELLANEOUS PROVISIONS

Addition of Screenings to Prevent Bleeding:

If, after the wearing surface is subjected to traffic, any excess of asphalt flushes to the surface and causes the surface to become sticky, this condition shall be corrected by brooming over the surfacing any excess of screenings that may have collected at the edge of the surfacing, and, if so ordered by the engineer, by the adding of new screenings.

Rolling:

The rolling referred to in the foregoing specifications shall be done with three-wheeled power rollers, weighing not less than 10 tons each. The rollers shall begin at the edges of the surfacing, overlapping the shoulder one-half the width of the rear wheel. It shall progress toward the center, parallel with the centerline of the roadway, and shall overlap each preceding track and cover the entire surface as many times as is necessary to thoroughly consolidate the stone.

(Standard 1-29)

Surface Evenness:

The surface of the finished bituminous macadam shall be free from humps, hollows, roughness and irregularities of all kinds, and shall not vary more than one-quarter of one inch from the true surface when tested with a straight edge or template ten feet in length.

Correction of Defects:

If, during the construction of the surfacing, or within two weeks of the completion thereof, any ravelling of the surfacing occurs or defects of any kind appear, which ravelling or defects are due to lack of uniformity in the application of oil or rock or to other faulty workmanship, such defects shall be corrected to the satisfaction of the engineer.

Trimming of Shoulders:

Following the construction of the bituminous macadam wearing surface and rock shoulders as hereinbefore specified, the earth shoulders alongside shall be trimmed up and made to conform to the roadbed crown as the same is indicated in the accompanying cross-section plan. Any materials that have come into the cut ditches by reason of the contractor's operations shall be removed therefrom and disposed of in a manner satisfactory to the engineer.

No Work During Damp Weather:

All of the work to be done under this contract must be done during dry weather, with dry materials, and while the macadam base and all other parts of the work that are being worked upon are dry and in otherwise satisfactory condition. Work during wet weather or under other conditions not conducive to best results will not be permitted.

MEASUREMENT AND PAYMENT

For the construction of the bituminous macadam wearing surface as above specified, exclusive only of the furnishing of the mineral aggregates which, as hereinbefore stated, have been produced and stockpiled in the vicinity of the project under a prior contract, payment will be made at the stipulated prices for the following items:

1. No. 3 Oil (F. O. B. nearest rail point)
2. Construction of Bituminous Macadam Wearing Surface.

The quantities of oil to be paid for shall be the number of gallons used in the work as determined by measurement in the cars.

The quantity to be paid for under the item "Construction of Bituminous Macadam Wearing Surface", shall be the number of cubic yards of mineral aggregate actually inforporated in the work, the quantities to be measured in the trucks at the points of loading.

(Standard 1-29)

109-B

March 8, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 2000
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate
as basis for modified agreement for the Benton-Lewis Unit
of the Yachats-Waldport County Line Section, Project No. 109-B

Very truly yours,

BOE A. ELDER
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. H. Nash/AP
Encls

Oregon State Highway Department — Project No. 100-B

## BANDON-CURRY COUNTY LINE SECTION OF THE ROOSEVELT COAST HIGHWAY

## IN COOS COUNTY

(Estimate as basis for modified agreement. Revised to include Four Mile Creek Br., Johnson Creek Culvert, Crooked Creek Culvert, and the construction of bituminous macadam wearing surface on the Bandon-South Section. Estimated costs for constructing bituminous macadam wearing surface, and contract prices for all other items.)

Salem, Oregon, March 7, 1930.

### Completed Work as Shown by Final Voucher

| | |
|---|---|
| Final Cost of Roadway | $ 25,451.32 |
| Engineering and Contingencies | 14,738.02 |
| Total Cost on Completed Work | $ 40,190.34 |
| Total Federal Aid Paid (Fiscal Year 1926) | $ 21,383.68 |
| Length of Roadway (excluding bridges) | 10.935 miles |

| | | |
|---|---|---|
| Length of Trestle (Sta. 2+20) | 150.7 ft. | |
| Johnson Crks. Br. | 37.5 " | |
| Crooked Cr. Br. | 30.0 " | |
| Two Mile Crk Br. | 28.0 " | |
| Four Mile Crk Br. | 140.0 " | |
| Bethel Crk Br. | 77.5 " | |
| Butte Crk Br. | 116.0 " | |
| | 550.7 | 0.104 miles |
| Length of Bridges | | 11.039 miles |
| Length of Project | | $ 1,955.92 |
| Federal Aid Paid per Mile | | |

### New Work - Roadway

**Bandon-South Section (Sta. 0+00 to Sta. 231+37.6 equals 0+00 to Sta. 85+50)**

**Bit. Mac. Wearing Surface**

| | | | | |
|---|---|---|---|---|
| 1,300 cu.yds | Gr. "A" Materials | | $ 2.20 | $2,860.00 |
| 650 cu.yds | Gr. "B" Materials | | 2.20 | 1,430.00 |
| 1,850 cu.yds | Gr. "C" Materials | | 2.20 | 4,070.00 |
| 100 cu.yds | Sand | | - | — |
| 11,000 yd.mi | Hauling Br. Stone | (Pile Mass.) | .165 | 1,815.00 |
| 3,090 cu.yds | Constr. Bit. Mac. | Wearing Surface | 2.15 | 7,933.50 |
| 63,000 gals | No. 3 Oil | | .09 | 5,715.00 |

**Johnson Creek Culvert**

| | | | |
|---|---|---|---|
| 275 cu.yds | Excavation | $ 1.75 | $ 481.25 |
| 20 cu.yds | Excavation below plans | 1.75 | 35.00 |
| 1,100 lin.ft | Fir Piling | .60 | 660.00 |
| 195 cu.yds | Class "A" Concrete | 17.00 | 3,315.00 |
| 10,000 lbs | Reinforcing Metal | .05 | 1,300.00 |
| All Required | Remove Old Br. and Maint. Traffic | | 111.00 |

**Crooked Creek Culvert**

| | | | |
|---|---|---|---|
| 140 cu.yds | Excavation | 1.75 | 245.00 |
| 10 cu.yds | Excavation below plans | 1.75 | 17.50 |
| 1,100 lin.ft | Fir Piling | .60 | 660.00 |
| 210 cu.yds | Cl. "A" Concrete | 17.00 | 3,570.00 |
| 26,000 lbs | Metal Reinforcement | .06 | 1,560.00 |
| All Required | Remove Old Br. and Maint. Traffic | | 111.00 |
| | Sub-total | | $35,729.25 |
| | 10% Engr. & Cont. | | 3,572.92 |
| | Total | | $39,302.17 |

Original Length of Benton-South Section (excluding brs. (reopened portion)) 15.960 miles

| | | |
|---|---|---|
| Trestle, Sta. 5+00 | 130.7 ft. | |
| Johnson Crk Br. | 27.5 " | |
| Crooked Crk. Br. | 60.0 ft. | |
| Two Mile Crk. Br. | 29.0 ft. | |
| Original length of Bridges (Reopened portion) | 217.2 ft. | 0.041 miles |
| Total Length (Reopened portion) | | 6.001 miles |
| Revised length of Benton-South Section (excluding bridges) | | 5.971 miles |
| Length of Trestle, Sta. 5+00 | 130.7 ft. | |
| Br. Two Mile Crk. Br. | 29.0 ft. | |
| Bridges | 159.7 ft. | 0.030 miles |
| Length of Benton South Section (including bridges) | | 6.001 miles |

Cost per mile, new work $ 6,582.17

Adjusted F. A. paid per mile on Reopened Portion $1,365.92 x $\frac{5.960}{5.971}$ = $1,952.31

($18,675.00 - 1,952.31) ÷ $18,675.00 = .895,458 deficiency

.895,458 x $18,675.00 = $16,717.30 per mile allowable fiscal year 1929

Total F. A. allowable, 5.971 x $16,717.30 = $99,818.99

Federal Aid Requested $ 24,457.74

Federal Aid Recommended $24,457.74

## New Work - Bridges

### Four Mile Creek Bridge

| | | | |
|---|---|---|---|
| 140 cu.yds | Excavation | $7.00 | $ 980.00 |
| 15 cu.yds | Excavation below plans | 5.00 | 75.00 |
| 1,300 lin.ft | Piling | .60 | 780.00 |
| 100 cu.yds | Cl. "A" Concrete | 20.00 | 2,000.00 |
| 55 cu.yds | Cl. "D" Concrete | 24.00 | 1,320.00 |
| 29,500 lbs | Metal Reinforcement | .06 | 1,770.00 |
| 170 lin.ft | Concrete Handrail | 4.00 | 680.00 |
| All Required | Remove Old Br. & Maint. Traffic | | 360.00 |
| 2,000 cu.yds | Channel Change Excavation | .525 | 1,050.00 |
| All Required | Clearing Site for Channel Change | | 100.00 |
| | Sub-total | | $ 9,315.00 |
| | 10% Engr. & Cont. | | 931.50 |
| | Total | | $10,246.50 |

Length of Structure 80 ft.
Appra. 60 ft.

Total Length 140 ft. 0.026 miles
Cost per mile $ 394,096.15

## S U M M A R Y

| Item | Total Est. Cost | Federal Aid | State Funds | Length |
|---|---|---|---|---|
| Reopened Portion: | | | | |
| Old Work (roadway | $ 26,810.64 | $11,657.30 | $15,153.34 | 5.960 |
| (bridges) | - | - | - | - |
| | $ 26,810.64 | $11,657.30 | $15,153.34 | 5.960 |
| New Work (roadway | 39,302.17 | 24,457.74 | 14,844.43 | 5.971 |
| Four Mile Crk Br. & Appra. | 10,246.50 | 6,376.39 | 3,870.11 | .026 |
| Non-Reopened Portion: | | | | |
| Old Work (roadway) | $ 22,379.70 | $ 9,730.72 | $12,648.98 | 4.975 |
| (bridges | - | - | - | - |
| | $22,379.70 | $9,730.72 | $12,648.98 | 4.975 |
| Grand Total, All Work | $98,739.01 | 52,222.15 | $46,516.86 | 10.972 |
| Non participating Structures on project | - | - | - | .067 |
| | | Gross Length | | 11.039 |
| Totals for Roadway | $88,492.51 | $45,845.75 | $42,646.75 | 10.946 |
| Totals for Bridges | $10,246.50 | $ 6,376.39 | $ 3,870.11 | .026 |

State funds for construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920
State funds for maintenance: Chapter 41, 1927.

#1088
Cont Co

PR 109B

J. SCOFIELD ROWE, PRESIDENT

# THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

ROBERT K. SHIMMIN
Supt. of Claims

PORTLAND BRANCH OFFICE
706 Wilcox Building
PORTLAND, ORE.
Tel: Atwater 4137

March 3rd.,
1930

Roy E. Klein, State Highway Engineer
Salem, Oregon

Dear Sir:-

In Re: John R. Dickson Contract for Construction of Bridges over 4 Mile Creek on the Roosevelt Coast Highway

This is to advise you that all claims of record on this contract have been paid. This includes the fourteen claims which you mentioned in your letter of January 29th.

The releases are held in this office and if you desire a copy for your records we will be glad to furnish you with the same.

Very truly yours,

Robert K. Shimmin

ROBERT K. SHIMMIN, Adjuster

RKS/ro

NOTED
H. R. GLAISYER

pR 109B

RANCH OFFICE

January 29, 1930

Mr. Robert K. Shimmin
Metropolitan Casualty Ins. Co.
706 Wilcox Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 24th inst. enclosing final voucher, assignment of claims, etc. in connection with the contract awarded to John R. Dickson for the construction of bridges over Four-Mile Creek and others on the Roosevelt Coast Highway near Bandon.

Payment of the final estimate will be made in accordance with the terms of the assignment and it is our understanding that, in accordance with your letter, you will pay all valid outstanding claims incurred against the work.

In checking over the claims mentioned in your letter, we note that the amounts of some of them do not correspond with the amount stated in the notice of claims on file in this office. Also, we find that we have knowledge of claims in addition to those mentioned in your letter. Our record of claims is as follows:

| | |
|---|---|
| Chris Richert | $ 447.00 |
| Moore Mill Lumber Co. | 1,796.96 |
| Mercer Steel Co. | 556.09 |
| Port of Bandon | 6.00 |
| H. H. Hansen | 21.42 |
| Bandon Iron Works | 12.56 |
| J. E. Walstrom | 1,451.82 |
| Zentner & Daivs, approx. . . | 70.00 |
| Pacific Pumping Co. | 155.56 |
| McNair Hdwe. Co. | 67.22 |
| Bandon Hdwe. Co. | 42.55 |
| City Transfer Co. | 850.00 |
| D. P. Plymale | 150.00 |
| Davidson Bros. | 100.00 |

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

HBG:EF

Chief Clerk.

ROWE, PRESIDENT

# ROPOLITAN
# NSURANCE Co.
## W YORK

ERED 1874

RANCH OFFICE

4G TELEPHONE ATWATER 4137

PORTLAND, OREGON

January 24th.,
1930

laisyer

No. 1088-6 - John R.Dickson

nent of claims, statement of
statements from the contractors.

ng unpaid claims:

| | | |
|---|---|---|
| Port of Bandon | $ 325.00 | 447.00 |
| H.H. Hansen | 1,689.01 | 1796.96 |
| Bandon Iron Works | 551.09 | 556.09 |
| J.E.Walstrom | 6.00 | |
| Zentner & Davis | 21.42 | |
| Pacific Pumping Co. | 12.38 | |
| | 1,431.82 | 70.00 + |
| | 53.33 | |
| | 135.36 | 135.36 |

NOTED
H. R. GLASTER

We, the Metropolitan Casualty Insurance Company as surety on Mr. Dickson's bond on this particular contract obligate ourselves to pay all valid outstanding claims, for which the State or The Metropolitan Casualty Insurance Company is liable, as soon as practicable upon receipt of the final payment. We understand from your letter of January 13th. addressed to Mr. M.L.Gilbert in reference to this contract that final payment will not be held up. We would appreciate your forwarding final voucher to this office in accordance with Mr. Dickson's assignment.

ANSWERED
I. B. G.

Very truly yours,

Robert K. Shimmin

ROBERT K. SHIMMIN, Supt. of Claims

RKS/ro

January 28, 1930

Final Est. #6, amount $2,571.16 assigned to Surety passed this date.

1821.20
38 I.
1796.96

ROWE, PRESIDENT

ROPOLITAN
NSURANCE CO.
W YORK
ERED 1874

RANCH OFFICE
NG TELEPHONE ATWATER 4137
PORTLAND, OREGON

January 24th.,
1930

OK M
attach to

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attn: H.V.Glaisyer

Dear Sir:-

In Re: Contract No. 1088-6 - John R.Dickson

I am enclosing final statement, assignment of claims, statement of payments, payrolls and substantiating statements from the contractors.

Following is a statement of outstanding unpaid claims:

| | | |
|---|---|---|
| Chris Richert | $ 325.00 | 447.00 |
| Moore Mill Lumber Co. | 1,689.01 | 1796.96 |
| Mercer Steel Co. | 551.09 | 556.09 |
| Port of Bandon | 6.00 | |
| H.H. Hansen | 21.42 | |
| Bandon Iron Works | 12.38 | |
| J.E.Walstrom | 1,431.82 | |
| Zentner & Davis | 53.33 | 70.00 ± |
| Pacific Pumping Co. | 135.36 | 135.36 |

NOTED H. B. GLAISYER

We, the Metropolitan Casualty Insurance Company as surety on Mr. Dickson's bond on this particular contract obligate ourselves to pay all valid outstanding claims, for which the State or The Metropolitan Casualty Insurance Company is liable, as soon as practicable upon receipt of the final payment. We understand from your letter of January 13th. addressed to Mr. M.L.Gilbert in reference to this contract that final payment will not be held up. We would appreciate your forwarding final voucher to this office in accordance with Mr. Dickson's assignment.

ANSWERED H. B. G.

Very truly yours,

Robert K. Shimmin

ROBERT K. SHIMMIN, Supt. of Claims

RKS/ro

J. SCOFIELD ROWE, PRESIDENT

# THE METROPOLITAN CASUALTY INSURANCE CO.
## OF NEW YORK

CHARTERED 1874

PORTLAND BRANCH OFFICE

706-707 WILCOX BUILDING — TELEPHONE ATWATER 4137

PORTLAND, OREGON

January 24th.,
1930

CASUALTY · INSURANCE · FIDELITY & SURETY BONDS · SEMPER PROGREDIENS

ROBERT K. SHIMMIN
CLAIM ADJUSTER

OK by J.H.D. attach to contract (cs) cont. 1088

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attn: H.V.Glaisyer

Dear Sir:-

In Re: Contract No. 1088-6 - John R.Dickson

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Following is a statement of outstanding unpaid claims:

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NOTED H B GLAISYER

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ANSWERED H. B. G.

Very truly yours,

Robert K. Shimmin

ROBERT K. SHIMMIN, Supt. of Claims

RKS/ro

#1088
Ore Co

PR 109B

January 16, 1930
Dictated Jan. 15

Mr. Chris Bickerts
Bandon, Oregon

Dear Sir:

Replying to your letter of the 13th instant concerning your claim against John R. Dixon, wish to say that the bond furnished by Mr. Dixon in connection with this work is offered you for the protection of your claim for materials furnished in connection with the construction of bridges under his contract.

Final payment has not yet been made to Mr. Dixon for this work but we anticipate that it will be made shortly. Mr. Dixon has assigned all payments due or to become due him in connection with this work to the Surety on his bond who, in this instance, is the Metropolitan Casualty Insurance Company of New York, M. L. Gilbert, Attorney in Fact, Wilcox Building, Portland.

In telephone conversation with Mr. Gilbert a few days ago he informed me that arrangements were being made to settle all of the outstanding claims against this work. Presumably yours is one of those. We would suggest, however, that you write Mr. Gilbert direct and secure more detailed information as to whether or not there is anything new about your claim and what action is to be taken towards settling it.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

RECEIVED
JAN 14 1930

Bandon, Oregon, Jan. 13, 1930.

State Highway Commission,

Salem, Oregon.

Gentlemen:-

Wish to state that I have not yet received payment for the materials furnished to John R. Dickson in the construction of the Four Mile bridge situated on the state highway south of Bandon, Oregon, and would like to have some idea when a settlement will be made. I have been waiting some time for a settlement and understand that the Metropolitan Casualty Insurance Co. is on Mr. Dickson's bond, and this being the case, it would seem to me that you could take action to force a settlement.

Trusting to hear from you promptly regarding the above matter, I am

Yours truly,

Chris Richards

ANSWERED
H. B. G.

#1486
Lm Co

PR109B

January 15, 1930

Day, Hampson & Nelson
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

We wish to thank you for your letter of the 11th inst. advising us that the claim of the Standard Oil Company of California against John R. Dickson has been paid in full. We are communicating this information to Mr. Dickson and the surety on his bond.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

January 15, 1930

Mr. John R. Dickson

South Beach, Oregon

Dear Sir:

Attached hereto is a copy of a letter that we have today received from Day, Hampson & Nelson, attorneys of Portland, Oregon, in which they advise that the claim of the Standard Oil Company of California against you has been paid in full.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

cc Metropolitan Casualty Ins. Co.

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

N C. DEY
ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
GEORGE L. BULAND
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT

January 11, 1930.

State Highway Commission,

Salem, Oregon.

Gentlemen:

On December 19th, we wrote you with respect to the claim of our client the Standard Oil Company of California against John R. Dickson and his surety arising in connection with the construction of three bridges over Four Mile Creek and others on the Roosevelt Coast Highway near Bandon, Coos County.

Please be advised that the claim of the Standard Oil Company of California has been paid in full and it has no further claim against Mr. Dickson or his surety in connection with this work.

Very truly yours,

Dey, Hampson & Nelson

17/24

RECEIVED
JAN 13 1930
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

FC FC PR109B

# Union Interstate Company

January 13, 1930.

Mr. M. L. Gilbert, Agent
Metropolitan Casualty Ins. Co.
Wilcox Building
Portland, Oregon

Dear Sir:

In connection with our telephone conversation of a few days ago, you requested information as to whether or not the outstanding claims against Mr. John R. Dickson would act to hold up payment of the final estimate in connection with his contract.

When final vouchers covering contract work are mailed out to the contractors for acceptance, they are required to sign a release stating that all outstanding claims against the work have been settled. In the present instance, we appreciate that Mr. Dickson can not sign this release since there are claims outstanding which have not been settled. Final payment will not be made in connection with this particular contract or in connection with any contract unless the contractor signs this statement.

He may qualify his statement, however, by stating that there are outstanding claims but that he is prepared to settle them upon receipt of his final payment. In the present instance, final payment will not be held up provided such a qualifying statement is received from you as surety on Mr. Dickson's bond, listing the outstanding claims and advising us that the same will be paid and the method of payment.

In the event that such a statement is furnished, present indications are that the final payment will be made in the usual manner assigned to you in accordance with the provisions of the assignment which you state Mr. Dickson is to give you.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

Surety

CASH CAPITAL $ 2,500,000

# Union Indemnity Company

A Division of Insurance Securities Company, Inc.

#1088
Casualty
PSP 1093

Union Indemnity Building
New Orleans, La.

**HANSEN & ROWLAND, Inc.**
General Agents
Washington Building

**TACOMA, WASH.**

January 3, 1930

RECEIVED
JAN 6 1930
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 39418 - John R. Dickson to St. of Oregon construction of 3 concrete bridges Bandon-Curry County Line Section Roosevelt Coast Highway, Coos County, Oregon

Dear Sir:

We acknowledge receipt of your letter of December 30th and enclosure of a copy of notice of claim filed by the Mercer Steel Company, Inc. We are today referring this matter to Mr. M. L. Gilbert, Manager Portland Office, Metropolitan Casualty Company, Wilcox Bldg., who is handling this case, for his attention.

Very truly yours,

HANSEN & ROWLAND, Inc.

By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Bond Dept.

EMR

#1088
Ore. Co
P&P 1093

December 30, 1929

Mr. Hal E. Hoss
Secretary of State
B u i l d i n g

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 26th instant in which you enclose three copies of a notice of claim that has been filed in your office by the Mercer Steel Company, Inc., against John R. Dickson, being for reinforcing steel furnished Mr. Dickson in the sum of $556.09 in connection with his contract for the construction of the Four Mile Creek Bridge and others on the Roosevelt Coast Highway in Coos County.

We are forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

December 30, 1929

John R. Dimm
Box 744
Bandon, Oregon

Dear Sir:

At the request of the Secretary of State, we hand you herewith notice of the claim of the Mercer Steel Company, Inc. against you in connection with your contract no. 1008.

This notice has been filed in the Secretary of State's office by the Mercer Steel Company.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

December 30, 1929

Metropolitan Casualty Ins. Co. of N. Y.
Hansen & Roland, Inc.
1506 Yeon Building
Portland, Oregon

Gentlemen:

We hand you herewith notice of the claim of the Mercer Steel Company, Inc. which has been filed in the office of the Secretary of State, against John R. Dixon in connection with his contract no. 1066 for the construction of three bridges on the Bandon-Curry County Line Section of the Roosevelt Coast Highway in Coos County, one of which

This is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Dixon in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

STATE OF OREGON
*Department of State*
SALEM

C. N. Lauderdale
Deputy Secretary

RECEIVED
DEC 26 1929
OREGON
STATE HIGHWAY COMMISSION

December 26, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of the 21st inst., a notice of claim by Mercer Steel Company, Inc., for reinforcing steel furnished in the sum of $556.09 against John R. Dickson, contractor, in connection with construction of the Crooked Creek Culvert, Four Mile Creek Culvert and Johnson Creek Culvert, Coos County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED
H. B. G.

MERCER STEEL COMPANY, INC.
Reinforcing Steel and Specialties
194 North Thirteenth Street

PORTLAND, ORE.

RECEIVED
DEC 29 1929
OREGON
HIGHWAY COMMISSION

December 20, 1929.

Secretary of State,
Salem, Oregon.

Dear Sir:

We hereby file claim to any funds which may be due John R. Dickson, contractor, South Beach, Oregon, in the amount of $556.09.

This amount constitutes the unpaid balance on the purchase price of reinforcing steel delivered to Mr. Dickson during the month of May, 1929, for use in constructing the Crooked Creek Culvert, Four Mile Creek Culvert and Johnson Creek Culvert, Coos County, Oregon.

Very truly yours,

MERCER STEEL COMPANY, Inc.

By: F. A. TRACEY

FAT:P

ENDORSED:

File No. 809

Filed December 21, 1929, HAL E. HOSS, Secretary of State.

#1088
PR 1043

J. SCOFIELD ROWE, PRESIDENT

# THE METROPOLITAN CASUALTY INSURANCE CO.
## OF NEW YORK

CHARTERED 1874

PORTLAND SERVICE OFFICE
WILCOX BUILDING TELEPHONE ATWATER 4137
PORTLAND, OREGON

MALCOLM L. GILBERT, MANAGER
SURETY DEPARTMENT

December 24, 1929.

Carl F. Smith, Auditor,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

A carbon copy of your letter of December 18th. to John R. Dickson, reached me and it is my understanding from conversation with him that he intends his assignment to the Metropolitan Casualty Insurance Company to be an assignment to all money.

Mr. Dickson is now out of town working on a job in Washington and I am calling this matter particularly to his attention.

Yours very truly,

M L Gilbert

Bond Department.

MLG:L

DEC 26 29

Dec. 19, 1929.

Mr. John R. Dickson
Box 744
Dundee, Oregon.

Dear Sir:

Please refer to my letter of Nov. 21st requesting a little fuller statement concerning your assignment in favor of the Metropolitan Casualty Company of New York. As you will note, in my letter I stated that the assignment apparently intended to assign all money due or to become due on the contract, but stated it in such a manner that only the amount then actually due was assigned and I further stated that this would complicate the payment of the retained percentage, as this would not be paid probably in one lump sum,, and the Secretary of State's office did not care to split a voucher. I would therefore request that in case it was your desire to assign all of the remainder of the contract, please advise by return mail that this was your desire and also instruct the surety on the contract to include this in their consent, which stated the assignment exactly as made out by you.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By

Auditor.

CFS L
cc The Metropolitan Cas. Ins. Co
Pownall and Dunlway, Agents
Wilcox Bldg, Portland
cc J. M. Devers, Office
cc H. B. Glaisyer, Office.

DICKSON COPY RETURNED UNCLAIMED DEC 20 29

Nov. 21, 1929.

Mr. John H. Dickson
Box 744
Dundee, Oregon.

Dear Sir:

We have received your assignment of claim in consideration of $2,000, assigning all money due you, including retained percentage for labor and material furnished on bridge over Four Mile Creek and Others in Coos County, Contract 1038, the assignment reading in favor of the Metropolitan Casualty Company of New York.

Taking the assignment literally as worded, it would indicate that you were assigning only the current estimate for this month, including such retained percentage as had accrued to date, the same, of course, not being assignable until released toward the end of the contract. In view of the wording, however, and the appearance of the assignment, we believe it was your intention to assign all money due or to become due in the future on this contract. If this is your intention, please advise in writing, as soon as possible, in which case we will use this assignment as a blanket assignment of all future payments on the contract. In case you are intending, however, to merely assign the present retained percentage, I would say that this may cause complications in the future, as the releasing of the exact amount accrued to date is very unlikely on any one estimate and the Secretary of State's office refuses to assign a portion of any estimate; in other words, either all or none of any one estimate must be assigned. If, however, it is your intention to assign all payments, this trouble will be eliminated. A prompt reply will be appreciated in order to not delay the writing up of the present estimate when received at this office.

Yours respectfully

ROY A. KLEIN, State Highway Engineer
By
Auditor.

CFS L
cc H. B. Glaisyer, Office.
cc J. M. Devers "

#108K
Curtis Co
1 D 109B

# HANSEN & ROWLAND Inc.

GENERAL AGENTS
TACOMA-SEATTLE-PORTLAND
SURETY BONDS — GENERAL INSURANCE — INVESTMENTS

H. T. HANSEN, Pres
I. C. ROWLAND, Secy.

TACOMA, WASHINGTON,

December 14, 1929

Mr. H. B. Glaisyer, Chief Clerk
Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 39418 - John R. Dickson to State of Oregon - Furnishing labor & material & construction of 3 concrete bridges on Bandon-Curry County Line Section Roosevelt Coast Highway, Coos County Oregon

Dear Sir:

We acknowledge receipt of your letter of December 3d with reference to the claim of the Pacific Pumping Company against the above captioned contract for the rental of pumping equipment, also your letter of December 10th regarding the claim of the Mercer Steel Company in the amount of $556.09 against the above contract and the copies of letters from the Pacific Pumping Company dated November 30, and the Mercer Steel Co. dated December 7th.

We are giving this matter our attantion.

Very truly yours,

HANSEN & ROWLAND, Inc.

By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Bond Dept.

EMR

#1088

PR 109 B

December 10, 1929

Metropolitan Casualty Insurance Company of N. Y.
Hansen & Roland, Inc.
1506 Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of a letter that we have today received from the Mercer Steel Company of Portland, Oregon in which they advise us of their claim in the sum of $556.09 against John R. Dickson which sum represents the unpaid balance on the purchase price of reinforcing steel furnished and used by Mr. Dickson in connection with his contract with the State Highway Commission for the construction of the Four Mile Creek Bridge and others, near Bandon, in Coos County.

This information is furnished you as you appear as surety on the bond furnished by Mr. Dickson in connection with this work.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

cc John R. Dickson
Box 744
Bandon, Ore.

December 10, 1928

Mercer Steel Company, Inc.
194 North Thirteenth Street
Portland, Oregon

Attention: F. A. Tracey

Gentlemen:

This acknowledges receipt of your letter of the 7th instant in which you advise us of your claim in the sum of $556.09 against John R. Dickson representing the unpaid balance on the purchase price of reinforcing steel delivered to Mr. Dickson and used by him in connection with his contract with the State Highway Commission for the construction of the Four Mile Creek Bridge and others on the Roosevelt Coast Highway in Coos County.

In connection with this contract Mr. Dickson was required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is offered you for the protection of your claim. We would suggest that you take the matter up with the surety on this bond who, in this instance is the Metropolitan Casualty Insurance Company of New York, Hansen & Boland, Inc. agents, 1506 Yeon Building, Portland. Would also suggest that you file notice of your claim with the Secretary of State as provided by Section 2991 of the Oregon Laws. In the event that you are unable to secure satisfaction by taking the matter up with the surety company, then you still have recourse to further action in the courts.

Final payment has not yet been effected to Mr. Dickson for this work.

Very truly yours

Roy A. Klein
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:S

Phone Broadway 3068

MERCER STEEL COMPANY, INC.
REINFORCING STEEL AND SPECIALTIES
194 NORTH THIRTEENTH STREET
PORTLAND, ORE.

RECEIVED
DEC - 9 1929
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

9c

Dec. 7, 1929

Oregon State Highway Commission
Bridge Department
316 Oregon Building
Salem, Oregon

Gentlemen:

We hereby file claim to any funds which may be due John R. Dickson, contractor, So. Beach, Oregon, in the amount of $556,09. This amount constitutes the unpaid balance on the purchase price of reinforcing steel delivered to Mr. Dickson during the month of May, 1929 for use in constructing the Crooked Creek Culvert, Four Mile Creek Culvert and Johnson Creek Culvert, Coos County, Oregon.

In the event that all moneys due Mr. Dickson on this contract have already been paid him we would greatly appreciate information to that effect.

Very truly yours,

Mercer Steel Co., Inc.
Per A. R. Thacy

L:MT

ANSWERED
H. B. G.

#1088
68K

PP 1093

December 8, 1939

Metropolitan Casualty Ins. Co. of N. Y.
Hanson & Rowland, Ins., of Oregon
1026 Yeon Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from the Pacific Pumping Company, at Portland, relative to their claim against John R. Dickson for the rental of pumping equipment used by Mr. Dickson in connection with his contract for the construction of certain bridges for the State Highway Commission on the Roosevelt Coast Highway near Bandon, in Coos County. This is in connection with contract #1088.

This information is given you as you appear as surety on the bond furnished by Mr. Dickson in this instance.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

K. E. Claiseyer
Chief Clerk

HEC:MF
Cc John R. Dickson
Box 744
Bandon, Oregon

#1088
Ore Co
PP 1093

PACIFIC PUMPING COMPANY

December 3, 1928

Pacific Pumping Co., Inc.
[illegible] Flanders Street
Portland, Oregon

Attention Mr. S. B. Bunting.

Gentlemen:

Replying to your inquiry of the 30th ultimo concerning the name of the surety on the bond furnished by John R. Dickson in connection with his contract for the construction of certain bridges in Coos County for the Highway Commission, wish to say that this surety is the Metropolitan Casualty Insurance Company of New York, for whom Hansen and Rowland, Inc. of Oregon are local agents, with offices in Room 1506, Yeon Building, Portland. This company also has offices in Tacoma.

This project is state highway contract #1088 for the construction of bridges over Four-Mile Creek and others near Bandon in Coos County, on the Roosevelt Coast Highway.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:HF

PACIFIC PUMPING COMPANY

PUMPS RENTED

329 FLANDERS STREET

PORTLAND, OREGON

Nov. 30, 1929

RECEIVED
DEC 3 1929
OREGON

State Highway Department
Salem, Oregon

Gentlemen:

We wish to find the name of the bonding company for John R. Dickson, or Dickson Bros., whichever way it is carried, Dickson is doing 2 culverts and a bridge out of Bandon, Oregon, on what we believe is the Roosevelt Highway.

We have several bills outstanding against Mr. Dickson for rental of pumping equipment on this job, and have received no reply to several letters regarding payment of them.

It is our understanding that Dickson's bonding company is a Tacoma company.

Thank you for your courtesy in furnishing this information.

Very truly yours,

PACIFIC PUMPING CO., INC.

SBH:b

S. B. Hantting

ANSWERED
H. B. G.

#1088
Coos Co
P.R. 10-9-C

BANDON, OREGON.

NOVEMBER, 26, 1929.

Oregon State Highway Commission

Salem, Oregon.

RECEIVED
NOV 27 1929
OREGON

Gentlemen:

John R. Dickson has an additional credit of, $112.78 leaving a balance of $1431.82 due us on the bill for materials furnished for bridges in Coos County on the Roosevelt Highway.

Yours truly,

J.E. Walstrom

J. E. Walstrom

MOORE

Jct to Ct

P/P 109B

# MOORE MILL & LUMBER COMPANY

MANUFACTURERS OF

**SITKA SPRUCE LUMBER**

BANDON, OREGON. Nov. 25th, 1929.

RECEIVED
NOV 26 1929
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Atten. Mr. H.B.Glaisyer, Cheif Clerk

Please be advised that we have issued to John R. Dickson a credit memo for $38.3[illegible], to cover a claim placed by Mr. Dickson.

Thanks.

Yours truly,

MOORE MILL & LUMBER CO.

By J S Moore

JSM/l

NOTED
H B GLAISYER

#1888
Curtis Co
PR 109B

November 20, 1929

Mr. J. E. Walstrom
Bandon, Oregon

Dear Sir:

I wish to thank you for your letter of the 19th inst. advising us that Mr. Dickson was assigning further payment to the bonding company in connection with his contract for the construction of bridges near Bandon; also, enclosing a copy of your letter to the Metropolitan Casualty Insurance Company listing claims against this work. We are filing this letter for further reference.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glainyer
Chief Clerk

HBG:EF

Bandon, Oregon
November 19, 1929

The Oregon State Highway Commission
Salem, Oregon

Attention Mr. Glaisyer:

Dear Sir:

We are inclosing copy of our letter to the Bonding Company in regard to the claims against John. R. Dickson here.

For your information, Mr. Dickson made an assignment to the Bonding Company yesterday.

Very truly yours,

J. E. Walstrom

JEW:GP

RECEIVED
NOV 20 1929
OREGON

Bandon, Oregon
November 19, 1920

The Metropolitan Casualty Insurance Company
Wilcox Building
Portland, Oregon

Gentlemen:

After making inquiry regarding claims against John R. Dickson, I find the following claims which are for labor and material:

| | |
|---|---|
| McNair Hardware Co | $ 67.22 |
| Chris Richert | 447.00 |
| Bandon Hardware Co | 42.55 |
| City Transfer Co | 859.00 |
| D. P. Plymale | 150.00 |
| Davis & Zentner, About | 70.00 |
| Davidson Brothers, Labor about | 100.00 |
| Port of Bandon, Repairs | 6.00 |
| H. H. Hansen, Gravel probably not over | 50.00 |
| Bandon Iron Works | 12.38 |

They were paying Mr. Hansen six cents per yd. for all gravel used on these jobs. These claims are over and above what I gave you when I was in Portland. These were

| | |
|---|---|
| Moore Mill & Lumber Co | 1,835.85 |
| Myself | 1,544.60 |

Mr. Dickson is to have a final estimate with the Resident Engineer tomorrow for the completion of this work. Dickson told me yesterday morning that all outstanding claims over and above Moore Mill & Lumber Co. and mine would not exceed $500.00.

The Metropolitan Casualty Insurance Company
Wilcox Building
Portland, Oregon



These claims I have mentioned exceed $500.00 and I believe these are all just claims. The Bank of Bandon says that Mr. Dickson does not owe them anything. If he has a credit there, I don't think it will amount to very much, as for removing the detour bridge, Mr. Dickson says he has sold it as is for $50.00.

Very truly yours,

JEW:GP

#1088
Chm Co
PP 1093

November 19, 1929

Metropolitan Casualty Ins. Co. of N. Y.
Maryland and Maryland Ins. Co. of Oregon
Wilcox Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received information from Mr. J. E. Walstrom, Attorney in Fact for the Moore Mill & Lumber Company at Bandon, Oregon, to the effect that there is owing to that company from John R. Dickson, the sum of $1555.85, which sum represents the costs of lumber furnished Mr. Dickson in connection with his contract for the construction of certain bridges on the Roosevelt Coast Highway in Coos County, being state highway contract #1088.

This information is given you as you appear as surety on the bond furnished by Mr. Dickson in connection with this work.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

EBG:EF
cc Mr. John R. Dickson
Box 744
Bandon, Oregon

November 19, 1928

Moore Mill & Lbr. Co.
Bandon, Oregon

Gentlemen:

Mr. J. E. Walstrom, of your city, called at this office a few days ago and advised us that you had a claim in the sum of $1838.35 against John H. Dickson, for lumber furnished him in connection with his contract with the State Highway Commission for the reconstruction of certain bridges on the Roosevelt Coast Highway in Coos County.

We are today calling this matter to the attention of the contractor and the surety on his bond, in accordance with our usual practice.

We would suggest that you also take the matter up with the bonding company direct. In order to more fully protect yourself, file a notice of your claim with the Secretary of State in accordance with Section 8091 of the Oregon Laws.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EW

#1088
Clatsop Co
PW 1098

November 10, 1939

Metropolitan Casualty Ins. Co. of N. Y.
Hansen and Rowland Ins. of Oregon
Wilcox Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received from Mr. J. E. Walstrum, at Bandon, Oregon, notice of his claim in the sum of $1544.40 against John R. Dickson, being for materials furnished Mr. Dickson used in connection with his contract for the construction of certain bridges on the Roosevelt Coast Highway near Bandon, being state highway contract #1088.

This information is given you as you appear as surety on the bond furnished by Mr. Dickson in this instance.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF
cc Mr. John R. Dickson
Box 744
Bandon, Oregon

November 19, 1929

Mr. J. L. Walstrom
Bandon, Oregon

Dear Sir:

This acknowledges receipt of your statement of claim against John R. Dickson in the sum of $1544.60, being for supplies furnished Mr. Dickson in connection with his contract for the reconstruction of certain bridges for the State Highway Commission, on the Roosevelt Coast Highway, in Coos County.

In accordance with our usual practice, we are today calling this matter to the attention of Mr. Dickson and the surety on his bond.

We might state further that the latest information we have received from our bridge department is to the effect that the amount of the final payment to Mr. Dickson for this work will not exceed the amount of the retained percentage, and may possibly be a little less than this.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:MF

#1 Ref

09B

BANDON, OREGON, November [illegible], 1929.

[illegible] R. Dickson

TO J. E. WALSTROM DR.
MANAGER
CENTRAL WAREHOUSE, STORAGE AND TRANSFER
STEAMSHIP AGENT — DEALER IN COAL, LIME AND CEMENT

| | | | | |
|---|---|---|---|---|
| June | | 220 sx cement @ 3.47 per bbl. | 190.85 | |
| July | | 755 " " @ 3.47 " " | 654.96 | |
| Aug. | | 1400 " " @ 3.47 " " | 1214.50 | |
| " | 31 | Credit by check | | 1000.00 |
| Sep. | | 538 sx cement @ 3.47 per bbl. | 466.72 | |
| " | 14 | Credit by 850 empty sacks returned | | 85.00 |
| | | Freight on empty sacks to S.F. | 4.45 | |
| | 10 | Hauling 260 sx cement from Coquille | 32.50 | |
| | 19 | Credit by check | | 200.00 |
| Oct. | | " " 26 bdls. empty sacks | | 142.60 |
| | | Freight on empty sacks to S.F. | 7.80 | |
| | | 441 sx cement @ 3.47 per. bbl. | 382.57 | |
| | 31 | Credit by lumber | | 8.00 |
| May | 6 | Hauling lumber from Moore Mill, 2000 ft. | 4.00 | |
| | 13 | " tools etc. from Bandon | 3.00 | |
| June | 14 | " sheet copper from Coquille | 1.03 | |
| Aug. | 16 | " pump hose etc. " " | 4.21 | |
| July | | 338# steel @ 3.20 | 11.92 | |
| | | Freight on steel | 1.69 | |
| | | To balance | | 1544.60 |
| | | | 2980.20 | 2980.20 |
| | | Balance due | $1544.60 | |

Moore Mill & Lbr Co
Bandon
loan claim of 1834-85

#1085

PR 1.9B

October 9, 1929

Bank of Bandon
Bandon, Oregon

Attention: Mr. Archie H. Ross.

Gentlemen:

This acknowledges receipt of your letter enclosing consent of the surety company to the assignment of moneys due John R. Dickson in connection with his contract for the construction of three bridges on the Bandon-Curry County Line Section of the Roosevelt Coast Highway, to the Bank of Bandon.

In reading over this consent, we find that it contains certain conditions which makes it unacceptable to this department, and we will therefore be obliged to refuse to honor the assignment under these conditions.

Due to the fact that it is Mr. Dickson's intention and desire to place this money in your hands, and also to the fact that the surety company would not object to the same, we shall have the voucher and warrent covering the fourth estimate prepared in the usual manner, payable to Mr. Dickson but not assigned to your bank. The warrant, however, will be mailed to Mr. Dickson in care of your bank, to be applied on his credit. We trust that this procedure will be satisfactory to you.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

E. B. Glaicyer
Chief Clerk

EBG:EF

cc Mr. Carl F. Smith
cc Metropolitan Casualty Ins. Co.
cc Mr. John R. Dickson

# Bank of Bandon

Bandon, Oregon,

Carl F.Smith,Auditor.

State Highway Commission.

Salem Oregon.

Dear Sir:- RE : ASSIGNMENT JOHN R.DICKSON TO BANK OF BANDON.

After a telephone conversation with Hansen And Rowland,Agents for the Metropolitan Casuality Insurance Co. at Tacoma Wash. We sent them a telegram a copy of which we enclose herewith.

Today Mr.Dickson received the enclosed consent of the assignment from M.L.Gilbert ,Attorney in Fact. at Portland Oregon,we trust that this will enable you to mail us the warrant covering estimate number four of John R Dickson.

Yours very truly.

Archie H. Rowland

Cashier.

Encl.2.

RECEIVED
OCT -8 25
OCT -8 25
ANSWERED
H. B.

FORM 11

| CLASS OF SERVICE | |
|---|---|
| TELEGRAM | |
| NIGHT LETTER | |
| DAY LETTER | |
| NIGHT RATE | |
| CHARGES $ | |
| CHECK | |

# WEST COAST TELEPHONE COMPANY

# TELEGRAM

Send the following message subject to terms on back hereof, which are hereby agreed to. Sender must check class of service desired, or message will be forwarded as telegram.

| | |
|---|---|
| FILING TIME | |
| REC. OPR. | |
| TIME FOR'D | |
| FOR'D'G OPR. | |
| REC. OPR. | |
| PHONED TO | |
| TIME | |

DATED Oct.4,1929.

TO Hansen And Rowland Agents, Metroplain Casuality Insurance Co Of New York.

Tacoma Wash.

REGARDING ESTIMATE NUMBER FOUR CONTRACT BANDON CURRY COUNTY JOB OF JOHN R.DICKSON AFTER DEDUCTING OUR ADVANCE OF TWENTY SEVEN HUNDRED DOLLARS WE WILL SEE THAT THE BALANCE OF ESTIMATE FOUR IS APPLIED ON LABOR AND MATERIALS. STOP ADVISE HIGHWAY COMMISSION TO RELEASE WARRANT AND ADVISE US.

BANK OF BANDON.

Copy
Archie H. Rowland
Cashier

undertake that all disbursements made from the fourth estimate of $4,407.01 shall be only for the payment of labor bills in connection with the above contract, except that payment of other unpaid bills in connection with the above contract may be made subject to our directions only.

Yours very truly,

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK.

By M. L. Gilbert
Attorney-in-Fact

OCT -6 29

J. SCOFIELD ROWE, PRESIDENT

# THE METROPOLITAN CASUALTY INSURANCE CO.
## OF NEW YORK

CHARTERED 1874

PORTLAND SERVICE OFFICE

WILCOX BUILDING TELEPHONE ATWATER 4137

PORTLAND, OREGON

MALCOLM L. GILBERT, MANAGER
SURETY DEPARTMENT

October 4, 1929.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Re: Bond #07299-29 John R. Dickson.

This bond runs to the State of Oregon in connection with Mr. Dickson's contract for furnishing all labor and materials for the construction of three concrete bridges on the Bandon-Curry County Line Section of the Roosevelt Coast Highway in Coos County, Oregon, the amount of the bond and contract being $21,220.

As surety on the above bond we hereby consent to the assignment by John R. Dickson to the Bank of Bandon, of Bandon, Oregon, of the fourth estimate in the amount of $4,407.01, this assignment being upon the condition that the Bank of Bandon shall undertake that all disbursements made from the fourth estimate of $4,407.01 shall be only for the payment of labor bills in connection with the above contract, except that payment of other unpaid bills in connection with the above contract may be made subject to our directions only.

Yours very truly,

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK.

By M. L. Gilbert
Attorney-in-Fact

NOTED OCT-5 29

Sept. 20, 1929.

Bank of Ramsden
Ramsden, Oregon.

Gentlemen:

Please refer to your letter of Sept. 17th concerning the consent of surety to the assignment in your favor, given by John R. Dickson, and covering Estimate 4, Contract 1028, in the amount of $6407.01.

Please be advised that to date this consent of surety has not been received at this office and that it will be necessary, in case the same is not received within the next few days, to pass the claim without the assignment in order to not longer delay payment on this item. Immediate receipt of the consent would be appreciated.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By

Auditor.

CFS L
cc John R. Dickson
Box 744
Ramsden, Oregon.
cc E. E. Glaisyer, Chief Clerk
Office.

# Bank of Bandon

Bandon, Oregon,
Sept.17,1929.

OREGON STATE HIGHWAY COMMISSION.

SALEM OREGON.

CARL F.SMITH,AUDITOR.

Dear Sir:-

We are in receipt of your letter of Sept.14th regarding the assigument of John R.Dickson in our favor.

Mr.Dickson informs us that he is having his bonding company mail consent direct to your office,If you do not receive this in a few days will you kindly notify us,thanking you,we remain,

Yours very truly,

Archie H. Cox

Cashier.

Sept. 14, 1920.

Bank of Bandon
Bandon, Oregon.

Gentlemen:

This acknowledges receipt of the copy of estimate #4 from John R. Dickson, covering work to Sept. 10th in the amount of $4,407.01, accompanied by a signed assignment from Mr. Dickson, in favor of your bank. You request that we acknowledge receipt of the assignment and mail the warrant to you.

In reply, I would say that the assignment has been noted, that the estimate is in, and is being passed in the amount shown, but that it will be impossible for us to pass this claim to the Secretary of State's office for final audit until you submit the written consent of the surety company to this assignment. The surety company on this contract is the Metropolitan Casualty Insurance Company of New York, Hansen & Rowland, 1206 Yeon Building, Portland. Upon receipt of this written consent the claim will be passed to the Secretary of State's office for final audit and the warrant when issued will be in your favor.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By

Auditor.

CFB L
cc John R. Dickson
Box 744
Bandon, Oregon
cc H. B. Glaisyer
Office.

# Bank of Bandon

Bandon, Oregon,
Sept.13,1929.

State Of Oregon-Highway Department.
Salem Oregon.
% Mr.Smith Auditor.
Gentlemen:-

We enclose herewith assignment and copy of claim from John R.Dickson to Bank Of Bandon,covering his estimate No.4 on contract No.1088.

Kindly acknowledge receipt of this assignment and mail us warrant to cover when same is in order.

Yours very truly,

Cashier.

encl.2.

in case the same is not received within the next few days, to pass the claim without the assignment in order to not longer delay payment on this item. Immediate receipt of the consent would be appreciated.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
cc John R. Dickson
Box 744
Bandon, Oregon.
cc H. B. Glaisyer, Chief Clerk
Office.

NOTED
H. B. GLAISYER

FORM S-A-1 S-12548 SH 8-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

#1088

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

Sept. 30, 1929.

PR 109 B

IN REPLY PLEASE
REFER TO FILE NO.

Bank of Bandon
Bandon, Oregon.

Gentlemen:

Please refer to your letter of Sept. 17th concerning the consent of surety to the assignment in your favor, given by John R. Dickson, and covering Estimate 4, Contract 1088, in the amount of $4407.01.

Please be advised that to date this consent of surety has not been received at this office and that it will be necessary, in case the same is not received within the next few days, to pass the claim without the assignment in order to not longer delay payment on this item. Immediate receipt of the consent would be appreciated.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
cc John R. Dickson
Box 744
Bandon, Oregon.
cc H. B. Glaisyer, Chief Clerk
Office.

NOTED
H B GLAISYER

#1088
Coos Co

PR 1090

September 17, 1929

Mr. John H. Dickson,
Bandon, Oregon.

Dear Sir:

We have your letter of August 20th in which you request an extension of time on your contract No. 1088 - three bridges on the Bandon-Curry County Line Section of the Roosevelt-Coast Highway in Coos County.

Please be advised that before your application for further extension of time on this contract can be presented to the State Highway Commission it will be necessary to have the written consent of your surety on the bond furnished in connection with this contract. Kindly give this matter your early attention.

Very truly yours,

HOY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS - GENERAL INSURANCE - INVESTMENTS
TACOMA, WASHINGTON,

H.T. HANSEN, Pres
I.C ROWLAND, Secy.

September 19, 1929

RECEIVED
SEP 20 1929
OREGON

State Highway Department
Salem, Oregon

RE: BOND NO. 39418 - John R. Dickson - Furnishing labor & material & construction of 3 concrete bridges on Bandon-Curry County Line Section, Roosevelt Coast Highway - State of Oregon.

Gentlemen:

We are herewith inclosing executed consent of surety to the extension of time applied for in connection with the above contract, the extension covering a period of sixty days.

Very truly yours

HANSEN & ROWLAND, INC.

By
Surety Bond Department

mam
incl.
c.c. Chas. Huber,
and J.R.Dickson.

RR-109-B

12-B

July 27, 1929

file
Reverton - Bandon
Smith Rest
Surfacing

Memorandum for Mr. Devers

Please see the attached letter from Goss, Murphy and Skipworth, attorneys at Marshfield, relating to blasting in our quarry at Bandon. I would like to have you reply to this letter so that you may be in close touch with the situation in the event there is future litigation on this matter. It is suggested that if you go to Coquille next week that you look over the location of this quarry on the ground and its relation to the adjacent property so that you may be fully advised. I am attaching a map which shows the location of the new quarry and indicates the area previously excavated in the government quarrying operations. I am unable to show the definite location of the camp ground owned by Mr. Kelland as his description given is not definite nor have I any information as to the location of his buildings.

This job is being re-advertised for bids to be received on August 29th and will be completed before the beginning of the tourist season in 1930 insofar as interfering with guests at the Kelland Camp the work will be done entirely outside of the limits of the tourist season.

I have personal knowledge of many quarry operations being conducted in close proximity to buildings where no damage has been suffered by the owners. Attention is called to the fact that this quarry will be operated from a face 60 feet high and that the crushing equipment will be located on the floor of the old government quarry which is 60 feet below the level of the roadway. It will be remembered that the contractor in his shooting must, of necessity, protect his own crusher and bunkers which will probably be located directly in front of the quarry face as operations progress. Under our contract the contractor is required to protect adjacent property in his operations. Reference is made to the paragraphs on pages 4 and 5 of the Special Provisions dated January 1st, 1929, under the heading of, "Damage to work or property or injury to persons" and "Preservation and restoration of property."

The Bandon quarry above described is the only quarry which we have been able to find in this vicinity from which suitable rock can be secured for our immediate purpose which is to resurface between Riverton and Bandon and to a point 6 miles south of Bandon on the Roosevelt Highway.

If litigation is to result, it would be very desirable if the matter could be brought to an issue before the contractor is let so that the contractor would not be hindered and delayed or interfered with by injunctions or other court procedure.

Very truly yours,

Roy A. Klein

RAK:S
cc Mr. Chandler

July 27, 1929

Mr. Chandler:

Please arrange to show this quarry to Mr. Devers yourself or have Mr. Van Scoy take Mr. Devers there when he is in Coquille next week.

RAK

109-3

July 17, 1929

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are inclosing herewith six copies of estimate accompanying specifications, five sets of special provisions and five sets of specifications for the construction of bituminous macadam wearing surface covering the Reedsport-South Section, Project No. 103-B.

We wish to call to your attention that there is included in this estimate the estimate for the Four Mile Creek Bridge and the Johnson and Crooked Creek culverts. The plans for these structures were previously sent to you by our Bridge Department, and the contract has been awarded for their construction. However, the estimate for use as basis for modified agreement has been held up pending the awarding of the contract for roadway construction. This was occasioned by the fact that the culverts were less than 20-foot spans.

Five blue print copies of Sheet No. 2A of the plans, showing the typical cross-section for the construction of bituminous macadam wearing surface, are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Incl.
Dict. by J. W. Nash/AF

Oregon State Highway Department — Project No. 108-B

## BANDON-CURRY COUNTY LINE SECTION

## OF THE ROOSEVELT COAST HIGHWAY IN COOS COUNTY

(Estimate with specifications. Revised to include Four Mile Creek Bridge, Johnson Creek Culvert, Crooked Creek Culvert and the construction of bituminous macadam wearing surface on the Bandon-South Section.)

Salem, Oregon, July 14, 1928

### COMPLETED WORK AS SHOWN BY FINAL VOUCHER

| | |
|---|---|
| Final Cost of Roadway | $38,482.82 |
| Engineering and Contingencies | 1,738.02 |
| Total Cost on Completed Work | $40,180.84 |
| Total Federal Aid Paid (Fiscal year 1928) | $21,328.02 |

| | | |
|---|---|---|
| Length of Roadway (excluding bridges) | 10.936 miles | |
| Length of Trestle, Sta. 5+00 | 130.7 ft. | |
| Length of Johnson Cr. Br. | 87.5 ft. | |
| Length of Crooked Cr. Br. | 30.0 ft. | |
| Length of N. Two Mile Cr. Br. | 29.0 ft. | |
| Length of Four Mile Cr. Br. | 140.0 ft. | |
| Length of Bethel Cr. Br. | 77.5 ft. | |
| Length of Butte Cr. Br. | 116.0 ft. | |
| Length of Bridges | 580.7 ft. | 0.104 miles |
| Total Length | | 11.040 miles |
| Federal Aid Paid per mile, Roadway | | $1,945.82 |

### NEW WORK, ROADWAY

Bandon-South Section (Sta. 0+00 to Sta. 281+376 = 0+00 to Sta. 86+50)
Bituminous Macadam Wearing Surface

| | | | | |
|---|---|---|---|---|
| 1,300 | cu. yds. | Grade "A" Materials | $ 2.10 | $2,730.00 |
| 650 | cu. yds. | Grade "B" Materials | 2.00 | 1,300.00 |
| 1,450 | cu. yds. | Grade "C" Materials | 1.90 | 2,755.00 |
| 100 | cu. yds. | Sand | - - | - - |
| 11,000 | yd. mi. | Hauling Broken Stone (Pile Meas.) | .20 | 2,200.00 |
| 3,090 | cu. yds. | Constr. of Bit. Mac. Wearing Surf. | 2.15 | 7,938.50 |
| 63,500 | gals. | No. 3 Oil | .09 | 5,715.00 |

Johnson Creek Culvert

| | | | | |
|---|---|---|---|---|
| 275 | cu. yds. | Excavation | 1.75 | 481.25 |
| 20 | cu. yds. | Excavation below plans | 1.75 | 35.00 |
| 1,100 | lin. ft. | Fir Piling | .60 | 660.00 |
| 195 | cu. yds. | Class "A" Concrete | 17.00 | 3,315.00 |
| 10,000 | lbs. | Reinforcing Metal | .06 | 1,140.00 |
| All | Required | Remove Old Br. and Maint. Traffic | | 111.00 |

Crooked Creek Culvert

| | | | |
|---|---|---|---|
| 160 cu. yds. | Excavation | $ 1.75 | $ 248.00 |
| 10 cu. yds. | Excavation below plans | 1.75 | 17.50 |
| 1,100 lin. ft. | Fir Piling | .60 | 660.00 |
| 210 cu. yds. | Class "A" Concrete | 17.00 | 3,570.00 |
| 26,000 lbs. | Metal Reinforcement | .06 | 1,560.00 |
| All Required | Remove old Br. and Maint. Traffic | | 111.00 |
| | Sub-total | | $34,919.25 |
| | 10% Engr. & Cont. | | 3,491.92 |
| | Total (Roadway) | | $38,411.17 |

Length of Roadway (excluding bridges) 10.946 miles (Revised)

| | | |
|---|---|---|
| Length of Trestle Sta. 5+00 | 130.7 ft. | |
| Length of N. Two Mile Creek Br. | 29.0 ft. | |
| Length of Four Mile Cr. Br. | 140.0 ft. | |
| Length of Bethel Cr. Br. | 77.8 ft. | |
| Length of Butte Cr. Br. | 116.0 ft. | |
| Length of Bridges | 493.5 ft. | 0.093 miles (Revised) |
| Total length | | 11.039 miles |

Length of Ramon-South Section (Sta. 0+00 to Sta. 251+378 @ 0+00 to Sta. 35+50) 5.971 miles
(excluding bridges)

| | | |
|---|---|---|
| Length of Trestle Sta. 5+00 | 130.7 ft. | |
| Length of N. Two Mile Cr. Br. | 29.0 ft. | |
| Length of Bridges | 159.7 ft. | .030 miles |
| Length of Ramon-South Section (including bridges) | | 6.001 miles |

Cost per mile of new work $6,432.26
Adjusted Federal Aid paid per mile - $21,383.02 ÷ 10.946 = $1,953.96
($18,675.00 - $1,953.96) ÷ 18,675 = .895,570 deficiency
.895,570 x $18,669.00 = $16,715.66 per mile allowable F. Y. 1928
Total Federal Aid allowable 5.971 x $16,715.66 = $99,808.20
Federal Aid Requested: 62.28% x $38,411.17 = $23,905.27 (Roadway)
Federal Aid Recommended: $23,903.27 (Roadway)

Four Mile Creek Bridge

| | | | |
|---|---|---|---|
| 140 cu. yds. | Excavation | $ 7.00 | $ 980.00 |
| 15 cu. yds. | Excavation below plans | 5.00 | 75.00 |
| 1,300 lin. ft. | Fir Piling | .60 | 780.00 |
| 100 cu. yds. | Cl. "A" Concrete | 20.00 | 2,000.00 |
| 55 cu. yds. | Cl."D" Concrete | 24.00 | 1,320.00 |
| 29,500 lbs. | Metal Reinforcement | .06 | 1,770.00 |
| 170 lin. ft. | Concrete Handrail | 4.00 | 680.00 |
| All Required | Remove old Br. and Maint. Traffic | | 580.00 |
| 2,000 cu. yds. | Channel Change excavation | .525 | 1,050.00 |
| All Required | Clearing site for Channel Change | | 130.00 |
| | Sub-total | | 9,315.00 |
| | 10% Engr. & Cont. | | 931.50 |
| | Total (Bridge) | | $10,246.50 |

Length of structure 80 ft.
Length of approaches 60 ft.
Total length 140 ft. 0.025 miles
Cost per mile. $284,096.15

SUMMARY

| Item | Federal Aid | | State Funds | Total |
|---|---|---|---|---|
| Roadway | $23,903.27 | (62.23%) | $14,507.90 | $38,411.17 |
| Four Mile Cr. Br. | 6,376.39 | (62.23%) | 3,870.11 | 10,246.50 |
| | $30,279.66 | | $18,378.01 | $48,657.67 |

Total estimated cost, all work, $97,848.01
Total Federal Aid, all work, $51,667.68
Length of Ranier-South Section (excluding bridges) 5.971 miles
Length of Ranier-South Section (including bridges) 6.001 miles
Total length of project (excluding bridges) 10.946 miles (revised)
Total length of project (including bridges) 11.000 miles
Total cost per mile (Ranier-South Section), $10,926.86
Total Federal Aid, per mile (Ranier-South Section) $ 5,967.17

## UNIT PRICE ANALYSES

## BATON ROUGE-CLINTY COUNTY LINE SECTION

### Project No. 100-2

1. Resurfacing and Bituminous Macadam Materials:

| Item | Per cu. yd. on Road | Per cu. yd. in Stock Pile |
|---|---|---|
| Preparing subgrade | $ .12 | $ .12 |
| Quarrying and crushing | 1.40 | 1.40 |
| Placing and finishing | .25 | |
| Stock-piling | | .10 |
| Setting-up and dismantling | .13 | .13 |
| Overhead and superintendence | .11 | .11 |
| Shrinkage for stock pile measurement | ____ | .15 |
| Average price per cu. yd. | $2.00 | $2.00 |

2. Construction of Bituminous Macadam Wearing Surface:

| Item | Cost per cu. yd. of Aggregate |
|---|---|
| Preparation of macadam base | $ .10 |
| Load, deposit, spread and roll aggregate | .80 |
| Hauling aggregate (Average 2.0 miles) | .80 |
| Heat, load, haul and apply oil | .40 |
| Shaping shoulders | .10 |
| Traffic control | .10 |
| Supervision and overhead | .15 |
| Contingencies and weather delays | .15 |
| Moving, setting-up and dismantling plant | .15 |
| Average cost per cu. yd. | $2.15 |

Oregon State Highway Department — Project No. 108-B

## BANDON-COOS COUNTY LINE SECTION

## OF THE COAST HIGHWAY IN COOS COUNTY

(Estimate with specifications. Revised to include Four Mile Creek Bridge, Johnson Creek Culvert, Crooked Creek Culvert and the construction of bituminous macadam wearing surface on the Bandon-South Section.)

Salem, Oregon, July 16, 1928

### COMPLETED WORK AS SHOWN BY FINAL VOUCHER

| | |
|---|---|
| Final Cost of Roadway | $75,482.32 |
| Engineering and Contingencies | 15,738.02 |
| Total Cost on Completed Work | $91,190.34 |
| Total Federal Aid Paid (Fiscal Year 1928) | $21,388.02 |

| | | |
|---|---|---|
| Length of Roadway (excluding bridges) | | 10.933 miles |
| Length of Trestle, Sta. 5+00 | 150.7 ft. | |
| Length of Johnson Cr. Br. | 27.4 ft. | |
| Length of Crooked Cr. Br. | 35.0 ft. | |
| Length of N. Two Mile Cr. Br. | 20.0 ft. | |
| Length of Four Mile Cr. Br. | 140.0 ft. | |
| Length of Bothel Cr. Br. | 77.8 ft. | |
| Length of Butte Cr. Br. | 116.0 ft. | |
| Length of Bridges | 580.7 ft. | 0.104 miles |
| Total Length | | 11.039 miles |
| Federal Aid Paid per mile, Roadway | | $1,966.82 |

### FINAL WORK, ROADWAY

Bandon-South Section (Sta. 0+00 to Sta. 241+78 = 0+00 to Sta. 55+50)
Bituminous Macadam Wearing Surface

| | | | | |
|---|---|---|---|---|
| 1,500 cu. yds. | Grade "A" Materials | | $ 2.10 | $2,730.00 |
| 650 cu. yds. | Grade "B" Materials | | 2.00 | 1,300.00 |
| 1,520 cu. yds. | Grade "C" Materials | | 1.90 | 2,128.00 |
| 100 cu. yds. | Sand | | - - | - - |
| 11,000 yd. mls. | Hauling Broken Stone | (Pile Mass.) | .20 | 2,200.00 |
| 5,680 cu. yds. | Constr. of Bit. Mac. | Wearing Surf. | 2.15 | 7,982.80 |
| 63,500 gals. | No. 3 Oil | | .09 | 5,715.00 |

Johnson Creek Culvert

| | | | |
|---|---|---|---|
| 275 cu. yds. | Excavation | 1.75 | 481.25 |
| 20 cu. yds. | Excavation below plans | 1.75 | 35.00 |
| 1,100 lin. ft. | Fir Piling | .60 | 660.00 |
| 195 cu. yds. | Class "A" Concrete | 17.00 | 3,315.00 |
| 19,000 lbs. | Reinforcing Metal | .06 | 1,140.00 |
| All Required | Remove Old Br. and Maint. Traffic | | 111.00 |

Crooked Creek Culvert

| | | | |
|---|---|---|---|
| 160 cu. yds. | Excavation | $ 1.75 | $ 245.00 |
| 10 cu. yds. | Excavation below plans | 1.75 | 17.50 |
| 1,200 lin. ft. | Fir Piling | .60 | 600.00 |
| 210 cu. yds. | Class "A" Concrete | 17.00 | 3,570.00 |
| 26,000 lbs. | Metal Reinforcement | .06 | 1,560.00 |
| All Required | Remove old Br. and Maint. Traffic | | 111.00 |
| | Sub-total | | $34,918.25 |
| | 10% Engr. & Cont. | | 3,492.92 |
| | Total (Roadway) | | $38,411.17 |

Length of Roadway (excluding bridges) 10.046 miles (Revised)
Length of Trestle Sta. 5+00 130.7 ft.
Length of N. Two Mile Creek Br. 29.0 ft.
Length of Four Mile Cr. Br. 140.0 ft.
Length of Bethel Cr. Br. 77.8 ft.
Length of Butte Cr. Br. 116.0 ft.
Length of Bridges 493.5 ft. .093 miles (Revised)
Total length 11.039 miles

Length of Denton-South Section (Sta. 0+00 to Sta. 231+70 & 0+00 to Sta. 55+40) (excluding bridges) 5.971 miles
Length of Trestle Sta. 5+00 130.7 ft.
Length of N. Two Mile Cr. Br. 29.0 ft.
Length of Bridges 159.7 ft. .030 miles
Length of Denton-South Section (including bridges) 6.001 miles

Cost per mile of new work $6,432.95
Adjusted Federal Aid paid per mile - $21,388.02 ÷ 10.046 = $1,333.93
($18,675.00 - $1,333.93) ÷ 18,675 = .895,370 deficiency
.895,370 x $18,669.00 = $16,715.66 per mile allowable F. Y. 1920
Total Federal Aid allowable 5.971 x $16,715.66 = $99,800.20
Federal Aid Requested: 58.23% x $38,411.17 = $23,903.27 (Roadway)
Federal Aid Recommended: $23,903.27 (Roadway)

Four Mile Creek Bridge

| | | | |
|---|---|---|---|
| 140 cu. yds. | Excavation | $ 7.00 | $ 980.00 |
| 15 cu. yds. | Excavation below plans | 5.00 | 75.00 |
| 1,200 lin. ft. | Fir Piling | .60 | 720.00 |
| 100 cu. yds. | Cl. "A" Concrete | 20.00 | 2,000.00 |
| 55 cu. yds. | Cl. "D" Concrete | 24.00 | 1,320.00 |
| 29,500 lbs. | Metal Reinforcement | .06 | 1,770.00 |
| 170 lin. ft. | Concrete Handrail | 4.00 | 680.00 |
| All Required | Remove old Br. and Maint. Traffic | | 560.00 |
| 2,000 cu. yds. | Channel Change excavation | .525 | 1,050.00 |
| All Required | Clearing site for Channel Change | | 100.00 |
| | Sub-total | | 9,315.00 |
| | 10% Engr. & Cont. | | 931.50 |
| | Total (Bridge) | | $10,246.50 |

Length of structure 80 ft.
Length of approaches 80 ft.
Total length 160 ft. 0.030 miles
Cost per mile, $304,085.15

SUMMARY

| Item | Federal Aid | | State Funds | Total |
|---|---|---|---|---|
| Roadway | $25,903.27 | (62.25%) | $14,807.90 | $38,411.17 |
| Four Mile Cr. Tr. | 5,376.39 | (62.25%) | 3,870.11 | 10,246.50 |
| | $30,279.66 | | $18,378.01 | $48,657.67 |

Total estimated cost, all work, $97,343.01
Total Federal Aid, all work, $51,667.68
Length of Hendrum-South Section (excluding bridges) 5.971 miles
Length of Hendrum-South Section (including bridges) 6.001 miles
Total length of project (excluding bridges) 10.246 miles (revised)
Total length of project (including bridges) 11.039 miles
Total cost per mile (Hendrum-South Section), $16,304.86
Total Federal Aid, per mile (Hendrum-South Section) $ 8,657.17

UNIT PRICE ANALYSES

BANDON-CURRY COUNTY LINE SECTION

Project No. 100-3

1. Resurfacing and Bituminous Macadam Materials:

| Item | Per cu. yd. on Road | Per cu. yd. in Stock Pile |
|---|---|---|
| Preparing subgrade | $ .18 | $ .18 |
| Quarrying and crushing | 1.40 | 1.40 |
| Planing and finishing | .25 | |
| Stock-piling | | .10 |
| Cooking-up and dismantling | .12 | .12 |
| Overhead and superintendence | .11 | .11 |
| Shrinkage for stock pile measurement | ---- | .15 |
| Average price per cu. yd. | $2.09 | $2.09 |

2. Construction of Bituminous Macadam Wearing Surface:

| Item | Cost per cu. yd. of Aggregate |
|---|---|
| Preparation of macadam base | $ .10 |
| Load, deposit, spread and roll aggregate | .23 |
| Hauling aggregate (Average 2.0 miles) | .80 |
| Heat, load, haul and apply oil | .40 |
| Shaping shoulders | .10 |
| Traffic control | .10 |
| Supervision and overhead | .15 |
| Contingencies and weather delays | .15 |
| Moving, setting-up and dismantling plant | .15 |
| Average cost per cu. yd. | $2.18 |

SPECIFICATION FOR BITUMINOUS MACADAM WEARING SURFACE

Bandon - Curry County Line (First 6 miles only).

Federal Aid Project No. 109-B

BITUMINOUS MACADAM WEARING SURFACE

Type of Bituminous Macadam:

The bituminous macadam wearing surface to be constructed on this project shall be of the multiple lift type. Its compacted thickness shall be one and one-half inches. The first lift shall consist of Grade "C" rock and No. 3 oil, and shall be slightly less than three-quarters of an inch in thickness. The second lift shall consist of Grade "B" rock, Grade "A" rock and No. 3 oil and shall be slightly less than one-half of an inch in thickness. The third and last lift shall consist of Grade "A" rock, sand and No. 3 oil and shall be slightly less than one-half of one inch in thickness.

Width and Crown:

The width and crown of the wearing surface shall be as indicated by the accompanying cross-section plan, subject, however, to such reasonable variation as may be necessary to properly take care of any special or unusual conditions that may be encountered.

Materials:

The mineral aggregate shall be broken stone or crushed gravel of the kind and quantity hereinafter specified under the head "Mineral Aggregate".

The oil shall be asphaltic road oil (No. 3 oil) conforming in all respects with the specifications given hereinafter under the head "Road Oil". The manner of application of the oil shall also conform with the specifications given under the head "Road Oil".

Preparation of Oiled Macadam Base:

The macadam base, which shall have been previously oiled, shall be repaired as may be necessary to put it in good condition to receive the bituminous macadam wearing surface. Then, immediately before the construction of the wearing surface is commenced, it shall be made clean and free of loose stones, dirt and dust by sweeping with revolving brooms and by such other means as may be necessary.

First Lift of Bituminous Macadam:

The first lift of the bituminous macadam shall consist of an application of No. 3 road oil followed by an application of Grade "C" aggregate. The oil shall be applied upon the prepared and oiled macadam base at a rate of approximately 0.15 gallon per square yard. The aggregate shall be applied at a rate of approximately 0.026 cubic yard per square yard. The

aggregate shall be spread to uniform thickness by means of blade graders, additional materials being added by hand on any bare or thin spots that may appear.

This first lift shall be lightly rolled with a power roller.

Second Lift of Bituminous Macadam:

The second lift of bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "B" aggregate and by an application of Grade "A" aggregate. The oil shall be applied at a rate of approximately 0.425 gallons per square yard. The Grade "B" aggregate shall be applied at a rate of 0.010 cubic yard per square yard and the Grade "A" aggregate shall be applied at a rate of 0.005 cubic yard per square yard.

This lift shall be thoroughly rolled and broomed, the Grade "A" aggregate being added while the rolling and brooming is in progress. The brooming shall be done with a non-revolving type of broom attached to the roller. After the lift is thoroughly compacted, it shall be allowed to stand under traffic for at least six days.

Third Lift of Bituminous Macadam:

The third lift of the bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "A" aggregate and by an application of sand or fine screenings. The oil shall be applied at a rate of 0.375 gallons per square yard. The Grade "A" aggregate shall be applied at a rate of 0.015 cubic yard per square yard, and the sand or fine screenings shall be applied at a rate of 0.003 cubic yard per square yard.

This lift shall be rolled and while the rolling is in progress, the fine aggregate shall be broomed about on the surface. The rolling and brooming shall continue until the oil has hardened and will absorb no more aggregate.

Construction Under Traffic:

Where traffic cannot conveniently be detoured from the section of road in process of construction, the construction of the wearing surface shall be proceeded with in the following manner:

Each day a length of road shall be laid out to be surfaced that day. The oiled macadam base on this length of road shall then be broomed and made ready for surfacing over one-half of its width, and on this half-width of prepared base, the first lift of the bituminous macadam surfacing shall be placed. Then, while traffic is being handled over this first lift of surfacing, the second half of the oiled base on the length of road to be surfaced that day shall be broomed and made ready for surfacing, and shall have constructed upon it its first lift of bituminous macadam. Traffic shall then be switched back to the second half of the roadway, and the next lift of the

surfacing shall be constructed upon the first half of the roadway. In this manner, each of the lifts of bituminous macadam shall be constructed first on one half width and then on the other half width of the roadway, care being taken to "break joints" each time with the lift or course below and care being taken to avoid any overlapping of the spreads of oil or spreads of rock along the centerline joints.

At the end of the day's run, each lift or course shall be terminated approximately five feet back from the end of the lift or course below it, so as to provide a sort of lapped joint between the work of one day and the work of the following day.

## MINERAL AGGREGATES

Aggregates Are In Stock Pile:

The mineral aggregates to be used in the construction of the bituminous macadam wearing surface shall be the broken stone and/or crushed gravel which the State has had produced for the purpose and now holds in stock piles in the vicinity of the project.

The construction of the bituminous macadam wearing surface herein specified shall be understood to include the loading and transporting of the mineral aggregates from the stock piles to the points at which they are incorporated in the wearing surface.

Sizes of Aggregates:

The aggregates shall be of the following grades and sizes:

Grade "A" Materials shall all pass a 1/2 inch circular ring and be retained on a screen having 1/8 inch square openings.

Grade "B" materials shall all pass a 3/4 inch circular ring and be retained on a 1/2 inch circular ring.

Grade "C" materials shall all pass a 1 1/2 inch circular ring and be retained on a 3/4 inch circular ring.

All materials shall be well graded between the limiting sizes.

Sand:

The aggregate referred to in the foregoing specifications as "sand" may be either sand or screenings, all of which will pass a screen having one-eighth inch square openings.

Spreading of Aggregates:

The trucks used in the spreading of aggregates shall be equipped with some suitable form of spreader box or other spreading device that will

give a uniform spread over a width equal to one-half of the width of the wearing surface.

When spreading aggregate over freshly spread oil, the trucks shall be run backward so that the oil will be covered with aggregate before the truck wheels come upon it.

## ROAD OIL

Description:

Oil furnished under these specifications shall be called No. 3 oil, and it shall be made from an asphaltic base oil. It shall be either a naturally homogeneous oil or a homogeneous residue from oil. It shall not have been distilled at a temperature high enough to injure by burning or to produce flecks of carbonaceous matter. It shall conform with the following requirements:

| | | |
|---|---|---|
| Asphaltic Residue of 80 Penetration | minimum | 94% |
| Viscosity, Float Test at 122° F. | minimum | 225 sec. |
| Flash Point, Cleveland Open Cup Test | minimum | 425 |
| Water and Sediment | maximum | 1½% |
| Water | maximum | ½% |
| Sediment | maximum | 1 % |
| Bitumen (soluble in Carbon Bisulphide) | minimum | 99% |
| Bitumen (soluble in Carbon Tetrachloride) | minimum | 99.65% |
| Bitumen Insoluble in 86° B paraffin naphtha | minimum | 6 |
| Bitumen Insoluble in 86° B paraffin naphtha | maximum | 27 |
| Penetration of Residue after loss on heating at 163° C. for 5 hrs. | minimum | 150 |

Test Methods:

In the testing of oils, the methods used shall be as prescribed by the American Society for Testing Materials (A.S.T.M.) under the following serial designations:

| | | |
|---|---|---|
| Asphaltic Residue of 80 Penetration | Serial Designation | D243-26 |
| Viscosity, Float Test at 122° F. | " " | D139-27 |
| Flash Point, Cleveland Open Cup | " " | D 92-24 |
| Water & Sediment, centrifuge Method | " " | D 96-28 |
| Water | " " | D 95-27 |
| Bitumen (soluble in Carbon Bisulphide) | " " | D 4-27 |
| Bitumen (soluble in Carbon Tetrachloride) | " " | D165-27 |
| Loss on Heating | " " | D 6-27 |
| Penetration of Bituminous Materials | " " | D 5-25 |

Bitumen insoluble in 86 deg. paraffin naphtha shall be determined by the method described in U. S. Dept. of Agriculture Bulletin 1216, revised September, 1928.

(Standard 1-29)

Manner and Method of Application of Oil:

The No. 3 road oil shall, at the time it is spread, have a temperature of approximately 375 degrees F. It shall be spread only when the air temperature is above 50 degrees F. Oil that has been overheated or "burned" shall not be used in the work.

The oil shall be spread by means of a pressure destributor which will satisfactorily make the distributions of oil required under the foregoing specifications. The distributor shall operate at a pressure of not less than twenty pounds per square inch, and shall give a uniform spread of oil over a width equal to one-half of the width of the wearing surface. It shall be equipped with a pressure gauge and a volume gauge so located as to be easily observed by the inspector while walking beside the distributor. It shall also be equipped with a tackometer to determine the speed so that the rate of spread of oil can be controlled accurately. The power for the pressure pump shall be supplied by a power unit entirely independent from the power unit which provides motive power for the distributor.

In order to secure uniform distribution of oil at the junction of two applications, the distribution shall be promptly stopped when the flow of oil begins to thin just before the tank is empty. Each time that the application of oil from the distributor is commenced, building paper shall be spread over the treated surface for a sufficient distance back so that the sprayers are operating at full force when the uncovered surface is reached. The building paper shall then be removed and burned.

The rates of application of oil shall not vary from the rates specified by the engineer by more than ten per cent, and if, in the application of the oil, any spots are missed, oil shall be applied on those spots by some means which will insure the application being made at the specified rates. Uniform application of oil will be required, and distributors equipped with poor valves will not be allowed to operate on the project.

## MISCELLANEOUS PROVISIONS

Addition of Screenings to Prevent Bleeding:

If, after the wearing surface is subjected to traffic, any excess of asphalt flushes to the surface and causes the surface to become sticky, this condition shall be corrected by brooming over the surfacing any excess of screenings that may have collected at the edge of the surfacing, and, if so ordered by the engineer, by the adding of new screenings.

Rolling:

The rolling referred to in the foregoing specifications shall be done with three-wheeled power rollers, weighing not less than 10 tons each. The rollers shall begin at the edges of the surfacing, overlapping the shoulder one-half the width of the rear wheel. It shall progress toward the center, parallel with the centerline of the roadway, and shall overlap each preceding track and cover the entire surface as many times as is necessary to thoroughly consolidate the stone.

(Standard 1-29)

Surface Evenness:

The surface of the finished bituminous macadam shall be free from humps, hollows, roughness and irregularities of all kinds, and shall not vary more than one-quarter of one inch from the true surface when tested with a straight edge or template ten feet in length.

Correction of Defects:

If, during the construction of the surfacing, or within two weeks of the completion thereof, any ravelling of the surfacing occurs or defects of any kind appear, which ravelling or defects are due to lack of uniformity in the application of oil or rock or to other faulty workmanship, such defects shall be corrected to the satisfaction of the engineer.

Trimming of Shoulders:

Following the construction of the bituminous macadam wearing surface and rock shoulders as hereinbefore specified, the earth shoulders alongside shall be trimmed up and made to conform to the roadbed crown as the same is indicated in the accompanying cross-section plan. Any materials that have come into the cut ditches by reason of the contractor's operations shall be removed therefrom and disposed of in a manner satisfactory to the engineer.

No Work During Damp Weather:

All of the work to be done under this contract must be done during dry weather, with dry materials, and while the macadam base and all other parts of the work that are being worked upon are dry and in otherwise satisfactory condition. Work during wet weather or under other conditions not conducive to best results will not be permitted.

MEASUREMENT AND PAYMENT

For the construction of the bituminous macadam wearing surface as above specified, exclusive only of the furnishing of the mineral aggregates which, as hereinbefore stated, have been produced and stockpiled in the vicinity of the project under a prior contract, payment will be made at the stipulated prices for the following items:

1. No. 3 Oil (F. O. B. nearest rail point)
2. Construction of Bituminous Macadam Wearing Surface.

The quantities of oil to be paid for shall be the number of gallons used in the work as determined by measurement in the cars.

The quantity to be paid for under the item "Construction of Bituminous Macadam Wearing Surface", shall be the number of cubic yards of mineral aggregate actually inforporated in the work, the quantities to be measured in the trucks at the points of loading.

(Standard 1-29)

PR-109-B

March 27, 1929.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

We are enclosing herewith six copies of estimate with plans covering the Four Mile Creek Bridge on the Benton-Curry County Line Section, Project No. 109-B.

Your attention is called to the provision in the special provisions for this work concerning the excavation of materials from the channel change which are to be used in constructing the approach fills. The old structure which was 100 feet in length is being replaced by the new structure of 80 feet, the 60 feet of approaches to be built having been included in this project.

Plans for the Johnson Creek and Creek-Creek Bridges were also sent to you by our Bridge Department for your approval, but these have not been included in this estimate for the reason that they are of less than 20 feet spans and are therefore roadway items. However, the plan is to call for bids next month for the resurfacing and furnishing of bituminous macadam materials for this section, at which time we wish to secure federal aid on these two small culverts.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

Oregon State Highway Department

Project No. 109B
Reopened

BANDON-CURRY COUNTY LINE SECTION OF THE

ROOSEVELT COAST HIGHWAY IN COOS COUNTY

(Estimate with plans. Revised to include Four Mile Creek Bridge)

Salem, Oregon, March 27, 1929

Completed work as shown by Final Voucher

| | |
|---|---|
| Final Cost of Roadway | $33,452.32 |
| Engineering and Contingencies | 15,738.02 |
| Total Cost on Completed Work | 49,190.34 |
| Total Federal Aid paid (Fiscal year 1925) | ~~21,483.60~~ 21,188.02 |

| | | |
|---|---|---|
| Length of Roadway (excluding bridges) | | 10.935 miles |
| Length of Trestle Sta. 5+00 | 130.7 ft. | |
| Length of Johnson Cr. Br. | 27.5 ft. | |
| Length of Crooked Cr. Br. | 30.0 ft. | |
| Length of N. Two Mile Cr. Br. | 29.0 ft. | |
| Length of Four Mile Cr. Br. | 140.0 ft. | |
| Length of Bethel Cr. Br. | 77.5 ft. | |
| Length of Butte Cr. Br. | 116.0 ft. | |
| Length of Bridges | 550.7 ft. | 0.104 miles |
| Total length | | ~~11.039~~ miles |
| Cost per mile, Roadway | | ~~$4,496.43~~ |
| Federal Aid paid per mile, Roadway | | ~~$1,889.17~~ 1955.92 |

New Work

Four Mile Creek Bridge

| | | | |
|---|---|---|---|
| 140 cu. yds. | Excavation | $ 3.00 | $ 420.00 |
| 15 cu. yds | excavation below plan | 6.00 | 90.00 |
| 1300 lin Ft. | Fir piling | .60 | 780.00 |
| 100 cu. yds. | Class "A" concrete | 22.00 | 2,200.00 |
| 55 " " | Class "D" concrete | 23.00 | 1,265.00 |
| 29500 lbs. | Metal Reinforcement | .05 | 1,475.00 |
| 170 lin. ft. | Concret Hand rail | 5.00 | 850.00 |
| All required | Remove old bridge and maint. traffic | | 1,800.00 |
| 2000 cu. yds. | channel change excavation | .50 | 1,000.00 |
| All Required | Clearing site for channel change | | 100.00 |
| | Sub Total | | $ 9,980.00 |
| | 10% Engr. & Cont. | | 998.00 |
| | Total | | $10,978.00 |

V.P. 8/1/01

| | | | |
|---|---|---|---|
| Length of structure | 80 ft. | | |
| Length of approaches | 60 ft. | | |
| Total length | 140 ft. | 0.026 miles | |
| Cost per mile $422,230.77 | | | |
| Federal Aid allowable on new work. | | $6,831.60 | (82.23%) |
| Federal Aid Requested | | $6,831.60 | |
| Federal Aid Recommended | | $6,831.60 | |

Summary

| | | |
|---|---|---|
| Total Estimated Cost, all work | $60,168.34 ~~$8,255.80~~ | 28,219.62 |
| Total Federal Aid, all work | | |
| Length of Roadway (Excluding Bridges) | 10.938 miles | |
| Total length (including bridges) | 11.039 miles | |
| Total Cost per mile (excluding bridges) | 4498.43 ~~$4,466.78~~ | |
| Total Federal Aid per mile (including Bridg) | ~~1,959.18~~ | 1955.92 |

Bandon, Oregon
June 3, 1927

Oregon State Highway Comm.
Grants Pass, Oregon
Attn. E. Chandler

Dear Sir.

Your letter of May 27th. in regard to Simonsen and Hefty account, will say that I instructed the attorney that made the lease for the gravel pile to notify you when he sent in the lease that every thing was squared up satisfactorily but guess he forgot it. Everything is settled O. K.

Respectfully yours
H. A. Cabin

RECEIVED
JUN 6 1927
GRANTS PASS DIV. OFFICE

May 19, 1927.

Mr. W. B. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In accordance with your instructions, we are still holding warrant for $985.65 to contractors Shannon and Hefty in final payment for the work performed by them under their contract for the surfacing of the Rogue-Siskiyou River Section. It is our understanding that you desire to have this warrant held until such time as Shannon and Hefty have furnished a satisfactory lease for a stockpile site located upon property owned by a W. U. Sabin.

We would like very much to secure a settlement of this matter, and it occurs to us that now that Shannon and Hefty are again operating in your territory that some action might be obtained if you would take the matter up with them personally.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

November 13, 1928.

Simonsen & Hefty,
938 Tillamook Street,
Portland, Oregon.

Gentlemen:

We are informed by our division engineer, Mr. W. E. Chandler, that you have not yet obtained for the state a lease for the stock pile site near the rock quarry which was located upon the property of H. U. Sahlin, which quarry was operated by you in connection with the surfacing of the Bandon-Sixes River Section. Mr. Chandler also advises us that you have not yet completed payment to Mr. Sahlin of the royalty due him for rock taken from this quarry.

As we are not fully informed in regard to the details of these matters, we request that you communicate with Mr. Chandler with a view to having the matter straightened out at the earliest possible time.

Until these matters are satisfactorily taken care of we are holding the warrant for $ 925.05 which is due you in final payment for the work performed under the Bandon-Sixes River contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer .

SHP:AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

November 12th, 1926.

RECEIVED
NOV 13 1926
OREGON
STATE HIGHWAY

Mr. S. H. Probert
State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith copy of our file on the Simonsen & Hefty contract in connection with settlement for rock quarry to W. U. Sabin. You will note inclosed a letter from Mr. Sabin in which he states the condition of his understanding and deal with Mr. Hefty. Mr. Hefty has not paid all according to this statement. As I noted in recent correspondence to you, we have not been able to get in touch with Mr. Hefty, therefore I am turning this matter over to you as you evidently must have gotten hold of him.

Do not know whether it is your policy on conditions such as this to withhold payment until this amount is paid, or allow the property owner to take the matter up directly with the Bonding Company.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc.

177

October 6th, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Will you please advise how the settlement is coming with Simonson & Hefty on the surfacing job, Bandon to Sixes River. Mr. W. H. Sabin who owned the quarry from which Mr. Hefty took the rock states that he still owes him for royalty on rock. We also are without a lease to the ground on which some of our stock pile material is stored. This also is to come from Mr. Sabin who owns the land. This has been taken up with Mr. Hefty previously.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/r

October 8th, 1926.

Mr. W. V. Sabin
Bandon, Oregon.

Dear Sir:-

Have your letter of September 2nd to Mr. Van Scoy of Coquille. Have taken up the matter of your bill against Simonsen & Hefty with the State Highway Commission. Will probably have some advice from them in a few days. Claims such as yours should however be taken up with the Bonding Company for final payment in case Mr. Hefty does not pay your claim.

Yours truly,

WEC/F

WM. E. CHANDLER
Division Engineer.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

RECEIVED
[illegible]
PORTLAND DIV. OFFICE

# OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Coquille Ore Sept 4/26

Mr.W.E.Chandler,
Div.Engr.
Dear Sir-

I enclose a letter from Mr Sabin which explains itself.

Some time ago I wrote you regarding this,and to have the Salem office hold back on the payment in full to Mr Hefty.

We have 699 cy of maintenance material on Mr. Sabins land which Mr Hefty was to give us a lease on.

The total amount of yardage taken from this quarry,including all the maintenance material was 27642½ cy.

Respy,

Paul Lawrence

Res.Engr.

c.c. to Mr W.U.Sabin,
Langlois Ore.

Bandon Sept-2-1926

Mr Paul Van Scoy Coquille:

Dear Sir:- Am writing you in reguard to som yardage of crushed rock which Heaft got, for the road between Bandon & Sixes, He told me when he started to work at my rock that he had to have twenty seven thousand yards, and at the last Mr Chandeler had him put out another thousand which would make twenty eight thousand yards in all, and part of this rock is spread out on my place already crushed. Heaft promised to come back in May, and finish paying me and I was to give the state a lease on this ground but he failed to show uy, and he has no lease on this ground, if I could get the State to hold out balance due me on yardage I would make the lease direct to the State as

I think it would be much better for them to have a lease, so if any thing would happen to me, they would have no trouble ove the rock.

We made the deal at 5c a yard for the rock and twenty eight thousand yards would be $1400.00. he payed me one check for $500.00 another for $300.00 making $800. in all this would leave me a ballance of $600.00 due me yet, of course you know just the exact yardage it may not be quite so much or more.

Should you let me know what kind of document I will have to make out for the claim?

Mr. H. P. Lavo refered me to you he said he spoke to you about this proposition, and it seem as though I can never get to see you

Please let me know about it; and many many thanks Respectfully your

H. U. Sabin

November 10, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Please let us hear from you as soon as you are ready to release final payment to contractors Simmons & Hafty in connection with the surfacing of the Bandon-Sixes River Section of the Roosevelt Coast Highway.

We are now holding the warrant covering the amount of final payment pending receipt of your release.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

S. H. Prebert
Office Engineer.

SHP:AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

November 10th, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

We have been trying to get in touch with Simonsen & Hefty regarding settlement on their quarry lease on the Bandon--Sixes River Section, but they have not replied to the letters.

I think, therefore, we will let the matter drop in accordance with your letter of October 9th stating that you will hold up their final settlement until you hear from this office. The matter left in this condition will be satisfactory.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

PR # 109 B

CC

CC PR 109 B

October 9, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Reference is made to your letter of October 8, with reference to the settlement with Simonsen & Hefty in connection with the contract for the surfacing of the Bandon-Sixes River Section.

We have instructed our Auditor to withhold final payment in connection with this work until the same is released by you, the understanding being that the final payment will be withheld until satisfactory arrangements are made by the contractor in regard to the lease for the stock pile site. In this connection, we might state, however, that Simonsen and Hefty have not as yet accepted and returned for payment the final voucher which was submitted to them prior to receipt from you of advice that the lease had not been furnished. We have received no word from them as to why they have not executed the acceptance and returned the voucher.

Our recollection is that we informed you that we would depend upon you to carry on the negotiations with the contractor in regard to the lease as we are not sufficiently well acquainted with the conditions involved to handle this matter intelligently. We suggest that you take the matter up with Mr. Hefty again in an effort to secure some action in the matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

...OMMISSIONERS
...JUDY, BAKER, CHAIRMAN
...S. VAN DUZER, PORTLAND
W. H MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

October 8th, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Will you please advise how the settlement is coming with Simonsen & Hefty on the surfacing job, Bandon to Sixes River. Mr. W. U. Sabin who owned the quarry from which Mr. Hefty took the rock states that he still owes him for royalty on rock. We also are without a lease to the ground on which some of our stock pile material is stored. This also is to come from Mr. Sabin who owns the land. This has been taken up with Mr. Hefty previously.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

#770-
601-80C-1-80H
OR 109B

BATES, LIVELY & PEARSON
GENERAL INSURANCE AGENTS
PORTLAND, OREGON

September 20, September 21, 1926.

Bates, Lively & Pearson,
300-309 Yeon Building,
Portland, Oregon.

Attention G. Cyrus Bishop.

Gentlemen:

Receipt is acknowledged of your letter of yesterday making inquiry regarding the Simonsen & Hefty contract No. 770, Bandon-Sixes River Section in Coos and Curry Counties.

Please be advised that this contract was completed on April 20th, 1926. The voucher for final payment was mailed to the contractors for signature on July 30th but has not yet been returned to this office. We will be pleased to advise you when final payment is made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#770

# BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-309 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

September 20, 1926.

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

State Highway Commission,
Salem, Oregon.

ATTENTION: MR. GLAISYER

Gentlemen:-

Re: Contract 770 - Bandon Sixes River Section, Roosevelt Coast Highway, Coos and Curry Counties, Oregon. Simonsen and Hefty.

On May 6th you informed us that you would make semi-final payment on or about May 15th, 1926. Will you please inform us if final payment has been made and upon what date? If it has not been made, please advise when it will be paid if you have this information.

Yours very truly,

BATES, LIVELY & PEARSON

By G. Cyrus Bishop.
G. Cyrus Bishop

GCB:N

Final Estimate to be sent for signature
Final to be sent this week
April 20-1926 - Glaisyer

PR 109B

August 25, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Reference is made to your letter of August 23, making inquiry as to the status of settlement with contractors Simonsen & Hefty, in connection with the resurfacing of the Bandon-Curry County Line Section.

Vouchers covering final payment in connection with this work have been prepared and sent out to Simonsen & Hefty for acceptance and execution, but they have not as yet been returned.

In accordance with your letter, we will withhold payment upon these vouchers until we hear from you further. We will depend upon you to take up with the contractors the matter of securing the lease on the property which was used as a stock pile site.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP

...BAKER, CHAIRMAN
...LER, PORTLAND
...E, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

August 23rd, 1926.

RECEIVED
AUG 24 1926
OREGON
STATE HIGHWAY COMMISSION

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Will you please advise status of settlement with Simonsen & Hefty, contractors on the Bandon--Curry County Line surfacing. They have never secured a lease on property on which stock pile was made.

Would like to have this done before their final payment is made.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

Probert
How would the amended bond
to head up payments
until this matter
is settled.

August 10, 1926

FR 109 B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 9th inst., relative to final voucher on the Bandon-Curry County Line Section, Oregon Federal Aid Project No. 109-B.

We believe that our letter of the 5th inst., was misunderstood in regard to balancing under-runs on 109-A against over-runs on 109-B. It was our intention to advance the belief that the fact of savings to the government on 109-A should be taken into consideration when passing on the reasonableness of allowing for excess costs on 109-B. The two projects were handled together and the fact that savings were made on one project should not be entirely lost sight of when passing on the other project. However, as pointed out in our last letter, an allowance of only $57.15 would be required as an allowance as a contingency on extra cost on preparation of subgrade, or on finishing of surfacing in order to support all of the Federal Aid which was obligated under the project agreement.

The project would then stand as follows:

| | |
|---|---|
| Main body of estimate | $ 32,460.00 |
| Net over-runs | 998.32 |
| 132 cub.yds base course surfacing @ $2.28 | 300.96 |
| 2264 yd.mi filler haul @ $0.25 | 566.00 |
| Royalty on filler material | 39.00 |
| Extra cost on preparation of subgrade | 57.15 |
| | $ 34,415.43 |

$34,415.43 @ 62.25 % - $21,423.60

The allowance of $57.15 as a contingency on preparation of subgrade would seem entirely reasonable in view of the conditions on the project, and the necessity for elimination of the entire extra cost merely because it cannot all be allowed is not apparent. It would appear that such necessary portion as is considered reasonable should be allowed. Attention is called to the fact that the additional expenditures do not represent increased unit costs on the work originally contemplated, but that they represent additional expenditures for an increased volume of work. This

extra volume of work should be considered as valid a contingency as any other different work which is added to the items originally contemplated.

After all, the amount involved is too small to justify further discussion, and we will be pleased to accept payment of the final voucher in such amount as may be considered proper by you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Frobert
Office Engineer

Dict by J. W. DeSousa/AP

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING.
PORTLAND, OREG.

August 9, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Attention Mr. Probert

Dear Sir:-

Referring to your letter of August 5th, in regard to Oregon Federal aid project No. 109-B.

The claim for Federal aid on the item of base course surfacing would probably be allowed if supported by a copy of the contract covering both section A and B, and it may be that reference to that contract will be sufficient.

The item for royalty on surfacing material will probably be allowed upon presentation of the facts, but we were not advised that this item applied to filler until after the voucher had been forwarded to Washington.

In regard to your contention that projects 109-A and 109-B should be considered together:- The unit prices shown in the agreement estimate have always been held to apply to the project for which the agreement was drawn, regardless of the fact that the work to be done under two or more agreements has been awarded under one contract, and we know of no case where under-runs on one project have been balanced against over-runs on another project.

Attached is a copy of Memorandum to District Engineers under date of March 27, 1922, which is the basis of the ruling applied against your claim for Federal aid on over-runs on force account items, "Preparation of Subgrade" and "Extra Cost of Finishing, etc.". In connection with a Montana project we have another ruling from Washington, to the effect that savings in contract work cannot be applied to offset over-runs in force account items.

Assuming that our recommendations will be approved by the Washington Office, there is thus allowable under the voucher as originally submitted the items:

| | |
|---|---|
| Net over-runs - - - - - - - - - - - - - - - - - - - - | $992.32 |
| 132 cu.yds. base course surfacing at $2.28 ---- | 300.96 |
| 2264 yd.miles filler haul at 25¢ - - - - - - - - - | 566.00 |
| Royalty on surfacing material (filler) - - - - - - | 39.00 |
| Total ------- | $1,898.28 |

Deducting the above total from the allowable 10% of agreement estimate leaves a balance of $1,347.72 which you might obtain by itemizing engineering.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. J. Morris
Acting

August 6, 1926. FR 109 B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 2d inst., relative to final voucher on the Bandon-Curry County Line Section, Project No. 109-B.

Reference is made to the points raised in accordance with the paragraph numbers given in your letter.

1. The contract for the Bandon-Sixes River Section upon which this project is based, includes in the unit price items "8,000 cu.yds Base Course Broken Stone @ $2.28 - $18,240.00." We are therefore at a loss to know just what further agreement should be made in order to support the item in the final voucher.

2. As explained in our letter of July 22, relative to project 109-A, the item of royalty was to cover cushion materials placed by the state under the state force work. This is material in which the contractor was not at all concerned, and he was under no obligation to take care of the royalty.

3. With regard to the preparation of sub-grade and finishing of surfacing items, we think that projects 109-A and 109-B should be considered together. The surfacing on 109-A was placed on a section that had just been graded, and the final subgrade and finishing work was vouchered to you at $3,340.63 less than the original project agreement estimated costs. This reduction apparently has been accepted without comment.

Project 109-B covered the surfacing of a section which was graded some eight years ago. In actual construction of the surfacing it was found that much more extensive work in preparing a suitable subgrade would be required than had been originally anticipated. Instead of requesting a modification of the agreement in order to take care of this increased work, we continued under the original agreement in expectation that Federal aid would be allowed as a contingency on the increased expenditures.

In view of the support of items 1 and 2, it would only take an allowance of $57.16 as a contingency on additional expenditures on preparation of subgrade and finishing of surfacing in order to support the amount claimed on the voucher. This allowance does not seem unreasonable and it would appear to us that the voucher should be passed for payment in the full amount.

We are not advised as to the contents of the Memorandum of March 27, 1922 to all District Engineers, but gather that its contents are to the effect that over-runs in estimated unit prices for state forces work cannot be allowed unless there are corresponding reductions in other work or prices. However, as indicated in your letter, the decrease in filler quantities is more than enough to cover the amount now involved.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSouza/AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. ----

August 3, 1926.

POST OFFICE BUILDING.
PORTLAND, OREG.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to final voucher on Oregon Federal Aid Project No. 109 Sec.B, in the amount of $2,357.52:

This voucher has been held up in the Washington Office for the following reasons, as quoted from their letter:

"In connection with the review of the final voucher claim is made under Engineering and Contingencies for the following items which are ineligible for Federal participation for the reasons as hereafter stated.

1. The item of base course surfacing at $2.28 per cu. yd. is not supported by an agreement.

2. Royalty on surfacing materials $39.00 should have been paid by the contractor in accordance with the special provisions.

3. Extra cost on preparation of subgrade at $628.84 per mile and extra cost finishing surfacing at $.204 per cu. yd. are state force account items and excess unit costs for force account cannot be allowed unless a sufficient saving is made in decreased quantities or other unit costs to balance it, and provided all unit costs which exceed those in the agreement estimate are reasonable and in line with prevailing conditions.

As the main body of the voucher shows no underruns in quantities or unit prices other than the filler item, these two items are disallowed for Federal participation. (See Memo. to all District Engineers of March 27, 1922.)

The maximum Federal Aid that can be allowed, therefore, is based on 62.25 per cent of the agreement estimate $32,460.00 plus $992.32 net overrun and $566.00

contingency (filler haul) or $21,176.40.

The State may desire to submit itemized engineering claims to allow greater payment."

Item 1 would be allowed if supported by proper agreement, but would make but small difference in the amount of Federal aid claimed. The other items we believe must stand suspended.

As you no doubt wish to collect the maximum amount on this voucher, we would suggest that you re-submit the voucher--eliminating the items suspended by the Washington Office and substituting therefor the items of Engineering and re-constructing flumes. Plans for the flume or gutter should also be submitted.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

August 3, 1926.

Mr. H. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to final voucher on Oregon Federal Aid Project No. 109 Sec.B, in the amount of $2,367.52:

This voucher has been held up in the Washington Office for the following reasons, as quoted from their letter:

"In connection with the review of the final voucher claim is made under Engineering and Contingencies for the following items which are ineligible for Federal participation for the reasons as hereafter stated.

1. The item of base course surfacing at $2.20 per cu. yd. is not supported by an agreement.

2. Royalty on surfacing materials $30.00 should have been paid by the contractor in accordance with the special provisions.

3. Extra cost on preparation of subgrade at $628.84 per mile and extra cost finishing surfacing at $.204 per cu. yd. are state force account items and excess unit costs for force account cannot be allowed unless a sufficient saving is made in decreased quantities or other unit costs to balance it, and provided all unit costs which exceed those in the agreement estimate are reasonable and in line with prevailing conditions.

As the main body of the voucher shows no underruns in quantities or unit prices other than the filler item, these two items are disallowed for Federal participation. (See Memo. to all District Engineers of March 27, 1922.)

The maximum Federal Aid that can be allowed, therefore, is based on 62.25 per cent of the agreement estimate $[illegible],460.00 plus $992.32 not overrun and $566.30

contingency (filler haul) or $21,176.40.

The State may desire to submit itemized engineering claims to allow greater payment."

Item 1 would be allowed if supported by proper agreement, but would make but small difference in the amount of Federal aid claimed. The other items we believe must stand suspended.

As you no doubt wish to collect the maximum amount on this voucher, we would suggest that you re-submit the voucher--eliminating the items suspended by the Washington Office and substituting therefor the items of Engineering and re-constructing flumes. Plans for the flume or gutter should also be submitted.

Very truly yours,

C. H. PURCELL
District Engineer

By A J Merrie
Acting.

PR #109B

July 9, 1928.

Mr. W. L. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Please let us have a reply to our letter of June 21, in regard to the amount to be charged contractors Simmons and Hefty because of their failure to complete on time the work involved under their contract for the resurfacing of the Sixes-Sixes River Section of the Roosevelt Coast Highway.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

PR #104

June 22, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In granting time extension to contractors Simonsen and Hefty in connection with the resurfacing of the Rogue-Siuslaw River Section, you recommended that the contractors be charged with the cost of inspection subsequent to January 1, 1926.

In accordance with that recommendation, we have prepared the enclosed bill, the amount of which is $605.48. Please check this bill over to make sure that no item has been included which is not a proper charge against the contractors.

If the bill is found to be correct, please return same with your approval.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

- SHP:AP

PR #1091

June 25, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We have your letter of June 24, in which it is stated that you have forwarded to contractors Simonsen & Hefty for signature, a price agreement form covering the price to be paid for certain maintenance materials stock piled at Flora's Creek, in connection with the surfacing of the Bandon-Sixes River Section.

This is to advise that we yesterday received this price agreement, it having apparently come direct from your office. We presume that by mistake it was mailed to us instead of to Simonsen & Hefty.

As we are now about ready to make final payment in connection with this project, we will not forward the agreement to the contractor for signature, but will simply include the quantities in the final estimate at the unit price stated in the agreement. The contractor's acceptance of the final estimate, with payment for the maintenance materials thus included, will constitute acceptance of the unit price.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

RECEIVED
JUN 25 1926
STATE

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

June 24th, 1926.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Attention: S. H. Probert.

Dear Sir:-

Relative to maintenance materials measured in place on the Bandon-Sixes Section, Simonsen and Hefty's contract, can advise that this agreement is now in the hands of Mr. Hefty for his signature. As soon as we receive this will send it to you. The agreed price will be somewhat less than $1.68.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

Form 20—37500—4M—3-26.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

OR 1093

Date Apr 10, 1926

Job Name Roadway Surfacing — Week from Apr 3 to Apr 10

Mail Address Coquille Ore

Highway Roseburg-Coos Bay (PI-8PC)

Telegraph or Telephone Address "

County Coos & Curry — Job Prefix 8 D.F. — Express and Freight Address " "

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Finished all crushing & mixing of Maintenance Piles. Total amount will run 30600 cy. Started including everything. Stuck pile near the crusher at Floras Creek piled by Mr Hefty was accepted if the haul were correct. That haul which would have been up if it had been Mercy equally with rest of Maintenance.

RECEIVED
APR 12 1926
GRANTS PASS DIV. OFFICE

RECEIVED
APR 15 1926
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed Paul Austin

Title Engineer

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

OR 1093

Form 30—2750—4M—3-26.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

*Date* Apr 3/1926 *19*

*Job Name* Bandon Sixes River

*Week from* Mar 28 *to* Apr 3/26

*Mail Address* Coquille Ore

*Highway* Roosevelt Coast Hwy

*Telegraph or Telephone Address* "

*County* Coos and Curry *Job Prefix*

*Express and Freight Address* "

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

This week ends this job except shaping up the maintenance piles.
As has been mentionee before, Denmark to Sixes River had less rock placed on the road than had been figured in the original estimate.
We had thought for a time of making the original estimate 1000 cy short but later we added this 1000 cy to the maintenance piles making about 5200 cy for maintenance instead of 4200 as planned.

RECEIVED
APR 13 1926
STATE HIGHWAY COMMISSION
OREGON

RECEIVED
APR 13 1926

(See back of this sheet for instructions and detailed information.)

*Signed* [signature]

*Title* Res Engr

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

July 9, 1925.

Mr. H. W. Libby,
Resident Engineer,
Langlois, Oregon.

Dear Sir:

Reference is made to the monthly estimates on the Bandon-Curry County Line Section, Federal Aid Project No. 109-B.

In the estimate which is used in preparing vouchers on this project for the collection of Federal aid, we have included 11 miles of Preparation of Subgrade, and 11,000 cubic yards of Dragging and Finishing of Surfacing to cover the work on the project being done by state forces. In order that we may collect from the Government on intermediate vouchers, we would request that your monthly estimates show in some appropriate manner the number of miles of subgrade which have been prepared for the surfacing, and the number of cubic yards of surfacing which have been finished. Your estimates, however, should clearly indicate that this work was done by state forces, and is not to be considered as a pay quantity for the contractor.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

CC Mr. W. E. Chandler, Div. Engr.,
Marshfield, Oregon.

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

July 2, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #109-B, Bandon-Curry County Line section of the Roosevelt Coast Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

cpc

Form P. R. 2

State Oregon

Project No. 109, Section B.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of May, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of July, 19.24., a project statement, which was approved by the Secretary on the 25th day of August, 19.24., for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of February 19.25., and approved by the Secretary on the 13th day of June, 19.25; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-one thousand, four hundred twenty-three and 60/100

dollars ($21,423.60) as the share of the United States payable under Section 3 of said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between the south city limits of Bandon and a point approximately 600' north of the Coos-Curry Counties line,

.....terminal points, a distance of 11.039 miles, known locally as the Bandon-Curry County Line Section of the Roosevelt Coast Highway between Coos Bay and Port Orford, Coos County, being Section B of Oregon Federal Aid Project No. 109 as approved by the Secretary of Agriculture on August 25, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed Section B of

(*a*) the said sum of twenty-one thousand, four hundred twenty-three and 50/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25

per cent of thirty-five thousand, seven hundred six and 00/100

Section B of

dollars, the approved total estimated cost of said project, nor (*b*) the d per centum of the value of the Section B of labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed Section B of

(*a*) the said sum of twenty-one thousand, four hundred twenty-three and 00/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25

per cent of thirty-five thousand, seven hundred six and 00/100

Section B of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the Section B of labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....

(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**

(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.) of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **10,675.00** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... **Resolution of August 7, 1917, Chap. 237, Laws of 1917,**

(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing .....
funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 13th day of June, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By H. B. Van Duzer
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By Walter M. Pierce
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

P. K. Kreutzer
ACTING Secretary of Agriculture.

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 9—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the south city limits of Bandon and a point approximately 800' north of the Coos-Curry Counties line, locally known as the Bandon-Curry County Line Section of the Roosevelt Coast Highway between Coos Bay and Port Orford, Coos County, being Section B of Oregon Federal Aid Project No. 109 as approved by the Secretary of Agriculture on August 25, 1924, ~~locally known as~~ and designated in the records of this Department as Section B of Project No. 109, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $35,706.00 as the total estimated cost of Section B of said project, and the sum of $21,423.60 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 13th day of June one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Lewis
ACTING Secretary of Agriculture.

AMB

GOVERNMENT PRINTING OFFICE 5—4930

May 19th, 1926.

The First National Bank of Portland,
Portland, Oregon.

Attention Mr. T. T. Ashman, Asst. Cashier

Dear Sir:

This letter is in reference to the matter of the assignment of the Simonsen & Hefty contracts for the construction of the Bandon-Sixes River and the Russel Creek-Euchre Creek sections.

We have today received from the Aetna Casualty & Surety Company a letter to the effect that they consent to the assignment of both of these contracts to the First National Bank of Portland. Please be advised that their letter is not in proper form for the reason that they have consented to the assignment of both contracts, whereas as a matter of fact they appear as surety on the bond in connection with the Bandon-Sixes River project only.

As stated in our letter of the 16th instant, the Royal Indemnity Company is the surety on the bond in connection with the Russel Creek-Euchre Creek section. These assignments will be approved as soon as we receive the endorsement of the surety company to each.

We are today acknowledging receipt of the letter from the Aetna Casualty & Surety Company, and requesting them to write us again to cover the assignment of the Bandon-Sixes River project only.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:MH

#770 - 6.8. - 09-1098-1 X
8 A H

May 19th, 1925.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
500 Yeon Bldg.,
Portland, Oregon.

Gentlemen:

We have your letter of the 18th instant, consenting to the assignment of payments on your Simmons & Lofty contracts, covering the Rhodon-Sixes River Section and the Hunsel Creek-Rogue Creek Section, which assignment is to the First National Bank of Portland.

It is noted that you consent to the assignment of both of these contracts. In this connection will say that investigation shows that the Aetna Casualty & Surety Company appear as surety on only one of these contracts, this being contract No. 770, which is for the surfacing of the Rhodon-Sixes River Section.

Due to the fact that your letter is not in proper form, we would appreciate it if you will write us again giving your consent to cover the assignment of this one project. We will also appreciate it if you will impress the seal of the Aetna Casualty & Surety Company to the signature.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HR

CC to The First National Bank of Portland,
Portland, Oregon.
Attention Mr. T. T. Ashman, Asst. Cashier.

# BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C BATES
K V LIVELY
W E PEARSON


May 18, 1925


GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE


Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We hereby consent to the assignment of payments under the Simonsen & Hefty contracts covering the Bandon-Sixes River section and the Mussel Creek-Euchre Creek section, said assignment being made to the First National Bank of Portland, Oregon.

Yours truly,

THE AETNA CASUALTY & SURETY COMPANY

By _____
Resident Vice-President

KVL:HG

ANSWERED
H. B. G.

May 16th, 1925.

The First National Bank,
Portland, Oregon.

Attention Mr. T. T. Ashton, Assistant Cashier.

Dear Sir:

We have your letter of the 15th inst., enclosing an assignment from Simonson & Hefty to the First National Bank, covering moneys due them on their contracts Nos. 770 and 792, for the surfacing of the Bandon-Sixes River Section and for the surfacing of the Mussel Creek-Euchre Creek section of the Roosevelt Coast Highway. These assignments seem to be in proper form, with the exception that they have not been consented to by the surety on the bond of the contractor in each instance. We cannot honor the assignments until consent is secured, and we are assured by the surety company that the assignments will not prejudice the bond in any way.

The surety on the bond in connection with the Mussel Creek-Euchre Creek Section is the Royal Indemnity Company, Mr. H. S. Rowland, attorney in fact. That for the Bandon-Sixes River project is the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents. We will be glad to honor the assignments as soon as we receive the consent of the sureties to the same, and we will then mail the warrants out to you direct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

May 16, 1925.

Simonson & Hefty,
928 Tillamook St.,
Portland, Oregon.

Gentlemen:

We have today received from the First National Bank of Portland your assignments of payments to them in connection with the Bandon-Sixes River section and the Mussel Creek-Euchre Creek section. These assignments seem to be in proper form, with the exception that they are not accompanied by the consent of the surety on the bond furnished by you in each instance. Please be advised that we cannot honor the assignments until such consent is secured and we are assured that the approving of the assignments will not in any way prejudice the bond.

Payments in connection with these two projects will be held up pending further advice from you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

No 1553.

# THE FIRST NATIONAL BANK

OF PORTLAND

A. L. MILLS, President
C. F. ADAMS, Vice President - E. H. CORBETT, Vice President
E. A. WILD, Vice President - W. L. THOMPSON, Vice President - C. C. COLT, Vice President
A. O. JONES, Vice President - H. B. DICKSON, Cashier
B. F. STEVENS - J. W. BIGELOW - J. H. MOIR - T. W. PETERS - L. H. LOOK - T. T. ASHTON
H. S. BUDDIN - A. W. GROTH
Assistant Cashiers

PORTLAND, OREGON

May 15th, 1928.

REGISTERED

Secretary of the State Highway Commission,
Salem, Oregon.

Dear Sir:-

We enclose herewith Assignment from Simonsen & Hefty to the First National Bank of Portland, covering all moneys, warrants, bonds, etc., due or to become due under contract for furnishing crushed rock on the Bandon-Sixes River section of the Roosevelt Highway. Also Assignment from Simonsen & Hefty to the First National Bank of Portland, for surfacing on Roosevelt Highway Muscle Creek to Euchre Creek.

Will you please be kind enough to place these assignments on file, acknowledging receipt to us and making all payments direct to this bank.

Yours very truly,

T. Washton

Assistant Cashier.

TA M

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

OQ 1098

NOTED

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

OQ 1098

NOTED

State Highway Engineer

Date 4/18, 1935

Job Name Bandon - Sixes R.

Week from 4/11 to 4/18

Mail Address Langlois

Highway Roosevelt Coast

Telegraph or Telephone Address

County Coos & Curry Job Prefix 6P1

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

On account of tractor #61 being laid up for repairs grading was carried on with truck and grader. First three days of week when D-6 became too mt & work and truck was sent to Denmark - Pt Orford maintenance.

Part of tractor arrived Tuesday PM and repairs completed Friday noon.

Contractor came in to Bandon Saturday with cows outfit on two trucks. Expects to have about two weeks.

Eng. party finished running line to Coos County Co. Line Wednesday.

Signed N H Libby

Title Res. Engr.

(See back of this sheet for instructions and detailed information.)

Form No. 39.

OREGON STATE HIGHWAY DE[illegible]

[illegible]

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* .....*men,*

.....*teams,* .....*steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* .....*men,*

.....*teams,* .....*trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

[illegible]

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number days worked on this project* .....

*Number men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* .....*men,*

.....*teams,* .....*trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job*..... *Percentage*.....

*Other jobs*..... *Percentage*.....

*Other jobs*..... *Percentage*.....

*Other jobs*..... *Percentage*.....

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

AG 1098

# FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date 4/11, 1935

Job Name Bandon - Sixes R

Week from 4/4 to 4/11

Mail Address Langlois

Highway Roosevelt Coast

Telegraph or Telephone Address

County Coos - Curry Job Prefix 671

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has not shown up on job yet.

State Force.

2 teams widening fill with fresno beginning at Bandon. Working about 2 miles South of Bandon.

2 men working on culverts which are to be renewed.

Tractor 61 & grader ditching & scarifying.

Tractor Cat D has clutch repaired & will be out & to work Thursday. Will be out about Wednesday of next week.

Eng. Party run center line Sta 400 to 535.

Signed M. H. Libby

Title Res. Engr.

(See back of this sheet for instructions and detailed information.)

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* .....men,

.....teams, .....steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* 21.1

*Miles completed* 0

*Miles partially done* 0

*Average daily yardage placed this week* 0

*Average daily yardage necessary to complete on time* 150

*Contractor's average force for week* 0 men,

.....teams, ..... trucks

*Percentage of total required yardage now in place* 0

*Surfacing will be completed about* 11/30/25

*Number men in Engineering Party* 3

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number days worked on this project* .....

*Number men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* .....men,

..... teams, .....trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 6P1 *Percentage* 100%

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

FR 100 B

April 7, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Gentlemen:

In accordance with your request of the 6th instant, we are enclosing herewith four copies of supplementary provisions covering the State work on preparation of subgrade and finishing surfacing on the Bandon-Curry County Line Section, Oregon Project 109 B.

We are also enclosing herewith six copies of estimate revised to show additional segregation of estimated cost of the State work.

Your request for information on the existing bridge structures has been referred to the Bridge Department and reply will be made to you direct by them.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSousa:L
Enc

cc-Bridge Department, Office.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

April 6, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Re P.S.& E. Oregon 109-Section "B"

It has been requested by the Regional Office that "preparation of subgrade" and "blading and dragging" be briefly described in the specifications. A supplementary sheet covering these features should be submitted.

The third item of the estimate, "State force work as per specifications", should be made more definite. It is our understanding that it is meant to cover the preparation of subgrade, and also blading and dragging of the surfacing material.

We would suggest that the item be sub-divided showing an estimated cost per cubic yard for blading and dragging, and an estimated cost per mile or other measurable unit, for preparation of subgrade. The two items should total $5,500 as shown in the estimate which you submitted under date of March 11.

In regard to existing bridges on the project nearly all of which are in poor condition, it is requested that the state furnish this office with a statement as to calculated safe capacity of each structure, and the repairs or reconstruction contemplated in each case.

Very truly yours,

C. H. Purcell
District Engineer.

SPECIAL SPECIFICATIONS FOR STATE FORCE WORK ON THE
BANDON-CURRY COUNTY LINE SECTION, OREGON FEDERAL AID
PROJECT NO. 109-B.

PREPARATION OF SUBGRADE: Before spreading the surfacing materials, the subgrade shall be shaped up and brought to uniform crown and grade, with a surface free from ruts, humps or depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations and after having been prepared shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which, in the opinion of the engineer, is not in a condition suitable and satisfactory for the application of the surfacing.

BLADING AND DRAGGING: Each course of the surfacing shall be given such blading and dragging as may be necessary to bring it to a smooth and even surface, and as may be necessary to maintain it free from ruts and true to the crown, grade and surface to which it is first constructed. It shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Project No. 102-A.

Oregon State Highway Department.

Bandon-Curry County Line Section of the Roosevelt Coast Highway in Coos County.

(Estimate as basis for project agreement. Based on contract prices)

Salem, Oregon, April 7, 1925.

| | | | |
|---|---|---|---|
| 11,000 cu. yds. | Top Course Surfacing | $2.36 | $25,960.00 |
| 2,500 " " | Filler | .40 | 1,000.00 |
| 11 miles | Preparation of subgrade, state forces | 300.00 | 3,300.00 |
| 11,000 cu. yds. | Dragging and finishing surfacing, state forces | .20 | 2,200.00 |
| | Sub-total | | $32,460.00 |
| | 10% engr. & cont. | | 3,246.00 |
| | | | $35,706.00 |

Length of project 11.004 miles

Cost per mile $3,244.82

| | |
|---|---|
| State funds available | $14,282.40 |
| Federal Aid requested | 21,423.60 (60%) |
| | $35,706.00 |

FH 100 B

March 17, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Bandon-Curry County Line Section of the Roosevelt Coast Highway in Coos County.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeGounsel
Enc.

cc

HIGHWAY DEPARTMENT — PROJECT NO. 108 B.

Reedsm-Curry County Line Section of the Roosevelt
Coast Highway in Coos County
(Estimate as basis for project agreement.
Based on contract prices.)

Salem, Oregon, March 11, 1935.

| | | | | |
|---|---|---|---|---|
| 11,000 | Cu.yds. | Top Course Surfacing | $ 2.36 | $ 25,960.00 |
| 2,500 | Cu.yds. | Fillos | .40 | 1,000.00 |
| 11,000 | Cu.yds. | State Force work as per specifications | .50 | 5,500.00 |
| | | Sub-total | | $ 32,460.00 |
| | | 10% Eng. & Cont. | | 3,246.00 |
| | | Total | | $ 35,706.00 |

Length of Project 11.004 miles

Cost per mile $3,244.82.

| | | |
|---|---|---|
| State Funds Available | 14,282.40 | |
| Federal Aid Requested | 21,423.60 | (60%) |
| | 35,706.00 | |

cc cc

March 16, 1925.

Simonsen & Hefty,
938 Tillamook St.,
Portland, Oregon.

Gentlemen:

Attached please find four copies of contract for the construction of Unit 1, Unit 2 and Unit 3 of the Bandon-Sixes River Section of the Roosevelt Coast Highway in Coos and Curry Counties, our contract No. 770, awarded to you by the Highway Commission on February 24, 1925.

Please execute all four copies of the contract and bond and return them to this office for the approval of the members of the Highway Commission, after which we will return one fully executed copy to you for your files and one to the surety on your bond.

Please note the paragraph on page 7 relating to the workmen's compensation act. You are expected to carry on your work in strict compliance with the terms of this clause.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

LH
Encls.

FR 109 B

February 25, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis for the Bandon-Curry County Line Section, Oregon Project No. 109B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. E. Probert
Office Engineer

Dict. by J.W. DeSousa:L
Enc.

cc

Oregon State Highway Department — Project 100 B

Reedsport-Curry County Line Section of the Roosevelt Coast Highway in Curry County.

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, February 24, 1925.

| | | | | |
|---|---|---|---|---|
| 11,000 | Cu.Yds. | Top Course Surfacing | 3.00 | 33,000.00 |
| 2,500 | Cu.Yds. | Filler | 1.00 | 2,500.00 |
| 11,000 | Cu.yds. | State Forces work as per specification. | 80 | 5,500.00 |
| | | | | 41,000.00 |
| | | 10% Engr. & Cont. | | 4,100.00 |
| | | | | $ 45,100.00 |

Length of Project 6.76 Miles

Cost per mile $9,474.78

Unit Price Analysis

| | |
|---|---|
| Royalty | .05 |
| Scouring, crushing and screening | 1.80 |
| Hauling (4.0 Mi. @ .25) | 1.00 |
| Placing | .05 |
| Superintendence | .10 |
| | 2.00 |
| 15% profit | .60 |
| | $ 3.00 |

FORM 2A 2000 10-18-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

[redacted]

Marshfield, Oregon.
Feb. 23, 1925.
Box 151.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Herewith estimate of the Bandon-Sixes River surfacing job for comparison of bids.

Respectfully,

WM. E. CHANDLER,
Division Engineer.

WEC/B

RECEIVED
FEB 23 1925

## BANDON-SIXES RIVER SURFACING
## PRICES FOR COMPARISON OF BIDS

**WORK TO BE DONE BY CONTRACTOR:**

**Alternate "A":**

| | | | | |
|---|---|---|---|---|
| 1. | Base Course Brken Stone | 8,000 c.y. | @ 4.00 | $ 32,000.00 |
| 2. | Top " " " | 18,500 c.y. | @ 4.10 | 75,850.00 |
| 3. | Maintenance Materials | 4,200 c.y. | @ 4.10 | 17,220.00 |
| 4. | Filler | 6,000 c.y. | @ 1.00 | 6,000.00 |
| | | | | $131,070.00 |
| | Engineering 10% | | | 13,107.00 |
| | | | | $144,177.00 |

**Alternate "B":**

| | | | | |
|---|---|---|---|---|
| 1. | Base Course Crushed Gravel | 8,000 c.y. | @ 3.25 | $ 26,000.00 |
| 2. | Top Course " " | 18,500 c.y. | @ 3.35 | 61,975.00 |
| 3. | Maintenance Materials | 4,200 c.y. | @ 3.35 | 14,070.00 |
| 4. | Filler | 6,000 c.y. | @ 1.00 | 6,000.00 |
| | | | | $108,045.00 |
| | Engineering 10% | | | 10,804.50 |
| | | | | $118,849.50 |

**Alternate "C":**
(Using crushed gravel on section Curry Co. Line to Sixes River).

| | | | | |
|---|---|---|---|---|
| 1. | Base Course Materials | 8,000 c.y. | @ 3.00 | $ 24,000.00 |
| 2. | Top Course Materials | 18,500 c.y. | @ 3.10 | 57,350.00 |
| 3. | Maintenance Materials | 4,200 c.y. | @ 3.10 | 13,020.00 |
| 4. | Filler | 6,000 c.y. | @ 1.00 | 6,000.00 |
| | | | | $100,370.00 |
| | Engineering 10% | | | 10,037.00 |
| | | | | $110,407.00 |

**WORK TO BE DONE BY STATE FORCES:**

**Revamping present road:**

| | | |
|---|---|---|
| Moving 2,500 c.y. @ .50 | $1,250.00 | |
| Scarifying, 60 days @ 40.00 | 2,400.00 | |
| Rolling subgrade if necessary, 60 days @ 20.00 | 1,200.00 | |
| Wetting, 60 days @ 30.00 | 1,800.00 | |
| | $6,650.00 | $ 6,650.00 |
| Spreading, Wetting & Processing, 26,500 c.y. @ .40 | | 10,600.00 |
| Filler Haul, 6,000 c.y. @ .50 | | 3,000.00 |
| | | $ 20,250.00 |
| Supervision 10% | | 2,025.00 |
| | | $ 22,275.00 |

CONTRACT #771,

PR 113 Myers Creek-Burnt Hill 1924-1927

771

PR#113

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, ORE.

February 25, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 113-A, Myers Creek-Burnt Hill section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By A. Kaufield
Assoc. Highway Engineer.

Supp 1405

Oregon Federal Aid Project No. 113, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 29, 1925, by the State Highway Commission of Oregon, and on July 16, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 113, Section A; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for Section A of said project to provide for the construction of a steel bridge over Pistol River, and timber trestles at stations 716 and 723, respectively, thereby increasing the length of said Section A from 4.895 miles to 5.053 miles; and by reason thereof has requested that the estimate of cost approved for Section A of said project be increased from $155,427.80 to $219,134.30, and that the Federal funds approved and set aside to the credit of said Section A be increased from $91,414.12 to $129,638.02:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred twenty-nine thousand, six hundred thirty-eight and 02/100 dollars ($129,638.02) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between survey station 379+80.2 at Myers Creek in Sec. 7, T. 38 S., R. 14 W., and survey station 846+35 at Burnt Hill in Sec. 32, T. 38 S., R. 14 W., W.M., terminal points, a distance of 5.053 miles, known locally as the Roosevelt Coast Highway between Port Orford and the Oregon-California State line near Chetco, Curry County, being Section A of Oregon Federal Aid Project No. 113."

To Article III shall be added paragraph (e) to read:

"(e) Section A of said project has been divided into two units as set forth in the approved estimate. The approved estimate of cost and the amount of Federal Aid set aside to each of these units are, respectively, as follows: Unit 1, approved estimate $155,427.60, Federal Aid $91,414.12; Unit 2, approved estimate $63,706.50, Federal Aid $38,223.90. It is hereby mutually agreed that on the basis of the above approved estimates and approved amounts of Federal Aid the construction of each unit may proceed to final completion, inspection and acceptance independently of the construction of the other unit, and that final payment of Federal funds may be made on each unit, respectively, after such final completion, inspection and acceptance."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of one hundred twenty-nine thousand, six hundred thirty-eight and 02/100 dollars ($129,638.02), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of two hundred nineteen

thousand, one hundred thirty-four and 30/100 dollars ($219,134.30), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materialswhich shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of January, 1927, and the Secretary of Agriculture on the 11th day of February, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By W. H. Duby
Chairman, State Highway Commission

By
Member, State Highway Commission

By W. H. Milne
Member, State Highway Commission

R. H. Hewlat
Acting Secretary of Agriculture

Approved

AUTHORITY OF HIGHWAY DEPARTMENT

Minute Book No. 12

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 579+80.2 at Myers Creek in Sec. 7, T. 38 S., R. 14 W., and survey station 846+35 at Burnt Hill in Sec. 32, T. 38 S., R. 14 W., W.M., locally known as the Roosevelt Coast Highway between Port Orford and the Oregon-California State line near Chetco, Curry County, Section A of and designated in the records of this Department as Project No. 115, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 213,134.30 in lieu of the $91,414.12 approved by Certificate of July 16, 1925, Section A of as the total estimated cost of said project, and the sum of $ 129,638.02/ Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of February, one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 3—4020

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 113-A

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 12, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith, for execution by the State Highway Commission and return to this office, three copies of proposed modification of the project agreement covering Oregon Federal aid project No. 113-A, Myers Creek-Burnt Hill section of the Roosevelt Coast Highway.

This approval is subject to the submission of satisfactory shop plans for the Pistol River bridge.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Assoc. Highway Engineer.

Ore Dept Rec'd 1-27-27

PR 115A

December 23, 1926.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

In accordance with your letter of the 23d, and with a conversation with Mr. Morris at the State Highway Commission's meeting yesterday, we are sending to you under separate cover five sets of prints, both road and bridge, which have been revised so that they now correspond with each other, and with the final construction conditions in the field.

We are also enclosing herewith six copies of an estimate as basis for modification of the agreement. This has been made up in accordance with Mr. Morris' suggestion in order that we may finish the grading estimate without having to wait for the completion of the bridges. This estimate has been made up to call for the full permissible federal cooperation, and we would like to have you take such preliminary steps as may be necessary in order that the modification may be executed as soon as further funds become available.

We have noted the suggestion in your letter, that owing to the addition of the bridges, the length of the project could be increased and therefore allow a small additional amount of federal aid on the grading. In view of the fact however, that we probably will desire to final this grading before further funds become available, we have made no change in the amount already obligated.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP
Encl.

Oregon State Highway Department — Project No. 115

## MYERS CREEK-SURFSIDE HILL SECTION OF THE ROOSEVELT COAST HIGHWAY

## IN CURRY COUNTY

Salem, Oregon, December 29, 1926.

### Grading - Unit A

| | | | | |
|---|---|---|---|---|
| All Required | Clearing and Grubbing | | | $ 6,000.00 |
| 50,000 cu.yds | Excavation, Unit 2 | | .75 | 37,500.00 |
| 45,000 cu.yds | Excavation, Unit 3 | | .55 | 24,750.00 |
| 57,000 cu.yds | Excavation, Unit 4 | | .40 | 22,800.00 |
| 100,000 sq.yds | Overhaul | | .07 | 7,000.00 |
| 1,000 lin.ft | 18" Concrete Pipe | | 3.00 | 3,000.00 |
| 1,000 lin.ft | 18" x 18" Cedar Culvert | | 3.00 | 3,000.00 |
| 170 lin.ft | 24" Concrete Pipe | | 5.40 | 918.00 |
| 830 lin.ft. | 2' x 2' Cedar Culvert | | 5.00 | 4,150.00 |
| 230 cu.yds | Class "A" Concrete | | 30.00 | 6,900.00 |
| 26,000 cu.yds | Metal Reinforcement | | .07 | 1,820.00 |
| 50 cu.yds | Dry Rubble Masonry | | 8.00 | 400.00 |
| 150 cu.yds | Cement Rubble Masonry | | 15.00 | 2,250.00 |
| 1,000 cu.yds | Rip Rap | | 4.00 | 4,000.00 |
| 61 M-FBM | Wood Gutter | | 60.00 | 3,660.00 |
| 1,000 lin.ft | 6" Perforg Drain Tile | | .50 | 500.00 |
| 150 cu.yds | Backfill for Tile Drains | | 3.00 | 450.00 |
| | | Subtotal | | $ 141,298.00 |
| | | 10% Engr. & Cont. | | 14,129.80 |
| | | Total | | $ 155,427.80 |

### Bridges - Unit B

| | | | |
|---|---|---|---|
| 460 cu.yds | Excavation | $ 5.00 | $ 2,300.00 |
| 40 cu.yds | Excavation below plans | 10.00 | 400.00 |
| 1,800 lin.ft | Piling | .80 | 1,440.00 |
| 150 cu.yds | Class "B" Concrete | 23.00 | 3,450.00 |
| 175 cu.yds | Class "A" Concrete | 27.00 | 4,725.00 |
| 250 cu.yds | Class "D" Concrete | 23.50 | 5,875.00 |
| 80,000 lbs | Metal Reinforcement | .055 | 4,400.00 |
| 385,000 lbs | Structural Steel | .075 | 28,875.00 |
| 250 lin.ft | Concrete Handrail | 4.00 | 1,000.00 |

### Trestle - Station 716 - 319' Spans

| | | | |
|---|---|---|---|
| 360 lin.ft | Piling | 1.15 | 414.00 |
| 5 M-FBM | Lumber and Timber | 80.00 | 240.00 |
| 38 lin.ft | Trestle Superstructure | 20.00 | 760.00 |

### Trestle - Station 723 - 6-19' Spans

| | | | |
|---|---|---|---|
| 840 lin.ft | Piling | 1.15 | 966.00 |
| 7 M-FBM | Lumber | 80.00 | 560.00 |

Trestle - Station 723 (continued)

| | | | |
|---|---|---|---|
| 114 lin.ft | Trestle Superstructure | 20.00 | $ 2,280.00 |
| | | | $67,915.00 |
| | | 10% Engr. & Cont. | 5,771.50 |
| | | Total | $ 63,706.50 |

Length of Project - 5.063 miles

Cost per mile, including bridges over 20 feet - $43,267.16

Cost per mile, excluding bridges over 20 feet - $ 30,759.50

SUMMARY

| Item | Estimated Cost | State Funds Available | Federal Aid Requested | Per Cent |
|---|---|---|---|---|
| Grading | $ 155,427.80 | $ 64,013.66 | $ 91,414.12 | 58.81482 |
| Bridges | 63,706.50 | 25,482.60 | 38,223.90 | 60.0000 |
| Totals | $ 219,134.30 | $ 89,496.26 | $ 129,638.02 | |

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance: Res. Aug. 17, 1917; Chapter 257, Laws 1917.

PR 113

# OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Dec 13, 192 6

Job Name Meyers Cr Construction

Week from Dec 5 to Dec 11

Mail Address Gold Beach Ore

Highway Roosevelt Coast

Telegraph or Telephone Address "

County ..... Job Prefix .....

Express and Freight Address Bandon

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

I was on line three days looking after Maintenance Crew & lay in field on topographic survey of slide at 517, Myers Creek Section. One half day in office on sketch of slide Balance of time, Myself, Computer and transitman in office on final records & PE #1.

Rockpicked sections all week at 253-402 except Thursday, while on topographic survey

Weather fair all week except Saturday.

RECEIVED
DEC 17 1926
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed D C Stephenson

Title Asst Engr

#771-RED

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

#771-RD
PR 113

October 26, 1926.

United States Fidelity & Guaranty Company,
C. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 771 for the construction of the Myers Creek-Burnt Hill Section of the Roosevelt-Coast Highway in Curry County consisting of 5.4 miles of grading has been completed by the contractors, Schell & Rhodes, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 5th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. Moorland.

#781- Curry Co

PR 113

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE

C. O. PRICE, MANAGER

October 7, 1926. ORE.

United States Fidelity & Guaranty Company,
C. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Dear Sirs:

In response to yours of October 5th relative to the Schell & Rhodes contract for the construction of the Lyons Creek-Burnt Hill section of the Roosevelt-Coast Highway please be advised that final payment has not been made. As we understand you advised that semi-

The work on this contract was completed on June 12th and the total amount paid the contractors to that date was $150,894.16 of which amount $3,845.87 was for force account. The retained percentage is $8,666.83.

We will be pleased to advise when final payment will be made on this contract which will be in a short time.

Very truly yours,

R. A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. Sutherland.

#171 - Curry

CAPITAL PAID IN CASH $6,000,000.

# UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
83 6TH STREET

BROADWAY 2630

PORTLAND, ORE.,
October 5, 1926.

RECEIVED
OCT 6 1926

Mr. Roy A. Klein, State Highway Engineer,
Attention: Mr. H.B. Glaisyer, Chief Clerk,
Salem, Oregon.

Re: #261395-25
Schell & Rhodes.

Dear Sir:

The above bond covers contract for the construction of the Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway.

In your letter to us of July 15th you advised that semi-final payment on this contract would be made to Schell & Rhodes on July 22nd, 1926.

Will you kindly inform us whether this contract has now been fully and satisfactorily completed, and if so, what was the final contract price?

We enclose stamped return envelope and will very much appreciate your early reply.

Yours very truly,

C. O. Price

MANAGER

LG

Paid to Final 1/2 - $150,894.16
1st Retained - $4666.83 - 7% Miss account - $3845.87.

FORM 28 A343 500 3-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

NOTED
State Highway Engineer

September 2nd, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

In answer to your letter of August 3rd, have gone into the matter of the overrun on the Myers Creek--Burnt Hill Section and have had Mr. B. O. Johnson, Resident Engineer, analyze and go into the entire yardage overrun to give a definite reason for each one. Following are the list of reasons:-

1. The Myers Creek regrade was made on a larger scale than at first estimated, especially at station 547 to 550, where it was necessary to cut back entirely on solid ground as the whole hillside above and below the center line had broken and settled. Some of the cuts were re-sloped due to slides. Three other cuts, station 464, 484 and 538 were widened more than absolutely required to revamp the fills, in order to make it possible to get the teams on them. The material was used to very good advantage however, in widening the narrow fills. It appears that the preliminary estimate was made on the basis of actual requirements of the damaged fills only, without regard to the manner in which the material was to be gotten.

2. The total over run on Unit #2 was 884 c. y. Points of over run are as follows:
Station 579 to 583, over run was approximately 3000 c. y. due to straightening the line leaving the Myers Creek bridge. The original line curved to the right on leaving the bridge, whereas the new line is tangent for several hundred feet from the bridge. An error of fifty feet in chaining made on the original location in 1921 was picked up after the preliminary estimate was turned in. This error had the effect of lowering the maximum 6% grade on the Myers Creek end. I note that the vertical curve was also lengthened on the Myers Creek end, which also increased the depth of the cut. Station 600, the line was thrown in account of fill sliding out during construction in June D25. Station 600 to 619, several daylights were made, which increased the yardage nearly 1000 c. y. Station 614 to 619, the cut slope was flattened from 1 to 1 to 1½ to 1 to relieve slide and to furnish additional material on fill at station #623 account of large shrinkage. This extra material amounted to approximately 900 c. y.

3. The total over run on Unit #3 was 8361 c. y. as follows: Station 638

to 644, 1365 c. y. account of elimination of rubble wall. Station 649 to 652, 1344 c. y. daylight. Station 653 to 686, 3000 c. y. widening for extra material account of unusually high shrinkage on fills. Station 712 to 732, 6100 c. y. account of rise in grade from station 711 to station 719 after preliminary estimate was turned in, also elimination of proposed trestle on the north end of the Pistol River birdge site.

4. The total over run on Unit #4 was 11877 c. y. due to change in alignment station 736 to 740, 28 degreee cruve to 16 degree curve, after contract was let, also due to flattening of sand slopes, which was the main cause of over-run.

5. The structural excavation on Units #2 and #3 was very high due to deep cutting to reach bottom of water courses. This excavation for the two units was 5840 c. y. which almost used up the allowance on the preliminary estimate for slides and extra excavation.

6. The overhaul item was also increased due to increased borrow on the Pistol River flat and topping off the sand grade station 748 to 765 with material from station 739.

7. Culverts over ran in some cases account of deep excavation to reach bottom of water courses. One 24 inch pipe was laid double.

8. 6 inch drain tile was used in many places not anticipated on the preliminary estimate.

This section was an exceptionally hard section due to the fact that drainage conditions could not be correctly anticipated.

Regarding the Euchre Creek--Rogue River and the Burnt Hill--Chetco River Sections can say that none of these sections will overrun more than 5%, and that only is this possible on the south unit of the Rogue River--Euchre Creek Section and Unit #2 on the Burnt Hill-Chetco River Section. The other units on these two sections will considerably under run, which will more than take care of the overrun on the two mentioned units.

Yours truly,

WL. [illegible] HANDLER
Division Engineer

WEC/F

August 10, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Please advise what arrangements you have in mind for handling the traffic this winter between Myers Creek and a point where the old road diverges from the new construction north of Pistol River in Curry County.

My thought was that when this was previously discussed we considered the hauling in of some pit run gravel from Pistol River to cover the worst sections over which travel might be difficult this winter, the plan being to limit the work only to that most necessary and do the work with our own forces, deferring the construction of surfacing until next summer when a contract will be let for the entire unit and the material which we place at this time will serve as a subbase course.

Anticipating the prospect of early fall rains it would seem advisable to take care of this matter in the very near future. Please advise your plans fully.

Very truly yours,

State Highway Engineer.

BAK:LM

PR #113

August 2, 1928.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In your letter of July 23, transmitting the final records for the Myers Creek-Burnt Hill Section, you state that an adjustment is to follow covering the furnishing of lumber intended for use in wood gutter construction.

It occurs to me that the simplest way to handle this would be to agree with the contractor upon a price for the lumber f.o.b. the job, submitting this price on one of the standard price agreement forms. I suggest this for the reason that what we ordinarily refer to as an "adjustment" is much more complicated and difficult to handle than is a price agreement.

We note also that you have billed Curry County directly for the cattle pass constructed at Station 709. Please hereafter arrange to have such bills submitted from the Salem office as we are organized to handle such matters and to follow them up until payment is received. We find it confusing in our financial dealings with the counties to have bills rendered from several different sources.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

* 771-880
09115

July 10, 1926.

Schell & Rhodes,
Oakland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 771 for the construction of the Myers Creek-Burnt Hill Section of the Roosevelt-Coast Highway in Curry County expired on May 31, 1926.

Kindly make immediate application for further extension of time on this contract so that it will not be necessary to hold up the payment of your estimates. Your application must be accompanied by the written endorsement of your surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Olmeyer,
Chief Clerk.

Dict. by J. McFarland.

cc to Mr. Wm. E. Chandler, Division Engineer, Grants Pass, Oregon.

Form 39—67503—4M—3-28.

RP 129

RECEIVED
JUN 7 1926
GRANTS PASS DIV. OFFICE

# OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date June 14, 1926

Job Name Myrtle Creek Hill

Week from June 6 to June 12

Mail Address Rural Route

Highway

Telegraph or Telephone Address

County Job Prefix

Express and Freight Address Roseburg

NOTED
State Highway Engineer

*General information covering progress of work by party and by contractor, important developments, instructions from Division Engineer, changes in personnel of party, etc.:*

Completed final transit and level work on Section 1.

Contractor completed work this week on Wednesday.

JUN 19 1926
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Res Engr

RR 115

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

May 28, 1926.

Mr. C. O. Price, Manager,
United States Fidelity & Guaranty Co.,
1208 Porter Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 27th inst. concerning contract No. 771, grading Myers Creek-Burnt Hill Section, awarded to Schell & Rhodes, will say that the latest information available in this office is that dated April 20th of this year, which information was that this project was practically 97 per cent complete on that date.

There had been paid to the contractor up to that date the sum of $157,973.29. Our retained percentage amounts to $10,887.35. Force account to the amount of $514.44 is included in the above total.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

APITAL PAID IN CASH $ 5,000,000.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
83 6TH STREET

BROADWAY 2830

PORTLAND, ORE.,

May 27, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: Bond #261395-25
Schell & Rhodes.

Dear Sir:

The above bond guarantees contract with the State Highway Commission No. 771, for the construction of 5.4 miles of grading on the Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway in Curry County.

Will you kindly advise whether or not this contract has been fully completed, and if so the total amount earned by the contractors.

If the contract is still uncompleted, we will appreciate information regarding its present status.

Yours very truly,

C. O. Price

COP*LG

MANAGER

Paid to Apr. 20 - $137,973.29
Retained $10597.35 - Force account - $314.44
97% completion Apr. 20 - 1926

STATE Oregon

PROJECT NO. 113-Revised
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

## AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) February 5, 1925

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Roosevelt Coast Highway

2. Between control points of official description: California Line and Port Orford

3. Between intermediate control points if used: Myers Creek and Burnt Hill

County of Curry

4. Length in miles (gross) 5.4 (net) 5.4

5. Preliminary estimate of cost: Total, $60,000.00; section of road to be first improved, $ 160,000.00

of which $50,000.00 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: ____
(Amount.)

Sufficient to insure completion. Sale of bonds or current income.
(Source; refer to statute.)

(*b*) County ____
(Amount.) (Source; refer to statute.)

8—5073

AQ-113

7. Funds for maintenance to be provided by ...State... (State or (and) county.), from the following sources: ...Resolution of August 17, 1917, Chapter 257, Laws of 1917... (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: ...Treasurer of the State of Oregon, Capitol Building, Salem, Oregon...

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: ...None...

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

...Oregon State Highway Commission... (Official title of Highway Department.)

By ...Chairman... (Title of officer.)

By ...Commissioner... (Title of officer.)

By ...Commissioner... (Title of officer.)

GOVERNMENT PRINTING OFFICE 5—5073

Lang & Company
WHOLESALE GROCERS

December 9, 1925.

Lang & Company,
Portland, Oregon.

Attention Mr. Hastings, Credit Department.

Gentlemen:

In reply to your letter of the 8th inst. concerning Schell & Rhodes, contractors at Gold Beach, will say that two highway contracts have been awarded to this firm; one state highway contract No. 771 covered the construction of the Myers Creek-Burnt Hill Section about ten miles south of Gold Beach, the other, state highway contract No. 857 covers the grading of the Euchre Creek-Rogue River Section north of Gold Beach. There is no connection between the two contracts.

Our records show that the Myers Creek-Burnt Hill Section is practically complete which may account for their having moved headquarters to Wedderburn which place is just across the Rogue River from Gold Beach. The Euchre Creek-Rogue River project was awarded to them on September 29, 1925. The surety furnished on the bond is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are local agents. Their offices are in the Yeon Building, Portland, Oregon.

We trust that we have given you the information desired.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

CREDIT DEPARTMENT

# Lang & Co.

## WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

*Portland, Oregon*

Dec.8,1925.

Oregon State Highway Commission
Salem,
Oregon.

-Mr.Glaisyer-

Gentlemen:-

In reviewing our file of Schell & Rhodes, contractors Gold Beach, it is noted that you favored us with a report on Mar.28th, 1925. Our file is not quite clear as to the exact location of the contract awarded to Schell & Rhodes. In your letter of Mar.28th, you advised they were awarded a contract for the construction of the Myers Creek Burnt Hill Section of the Roosevelt Coast Highway. Our salesman now informs us that the camp at Gold Beach will be removed in the spring to Wedderburn, Oregon, and will be known as Takeoff Camp #1 and #2.

Will you kindly advise us if this new location of the camp will be a portion of the contract referred to above? We shall appreciate any information that will clarify the matter for us.

Thanking you, we are

Yours truly,

Credit Dept.

Hastings.

#851 Enclosed report

Ans.

ACKNOWLEDGED
H. B. Q.

09 113

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

August 22, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project ~~F113-A~~, Myers Creek-Burnt Hill section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Form P. R. 2

State Oregon

Project No. 113, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of May, 1925

by and between the State Highway Commission of Oregon

..... constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of September, 1924 a project statement, which was approved by the Secretary on the 28th day of October, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished [illegible] project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 16th day of February 1925, and approved by the Secretary on the 16th day of July, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of ninety-one thousand, four hundred fourteen and 12/100

dollars ($ 91,414.12) as the share of the United States payable under said act on account of said project, which does not exceed 42.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 579+80.2 at Myers Creek in Sec. 7, T.38 S., R. 14 W., and survey station 846+35 at Burnt Hill in Sec.32, T.38 S., R.14 W., W.M., ~~ending Pistol River bridge.~~ terminal points, a distance of 4.895 miles, known locally as the Roosevelt Coast Highway between Port Orford and the Oregon-California State Line near Chetco, Curry County, being Section A of Oregon Federal Aid Project No. 113 as approved by the Secretary of Agriculture on October 28, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, prior to or immediately upon completion of the improvement contemplated under this agreement, it will provide new bridges necessary to complete the highway within the terminal limits of said project.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of nine-one thousand, four hundred fourteen and 12/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred fifty-five thousand, four hundred twenty-seven and 80/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

**the State Treasurer**

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chapter 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ..... (Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ..... (Include reference to statute authorizing funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 16th day of July, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

P. H. Dunlap
ACTING *Secretary of Agriculture.*

AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

2

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 579+80.2 at Myers Creek in Sec.7, T.38 S., R.14 W., and survey station 646+35 at Burnt Hill in Sec. 32, T.38 S., R.14 W., W.M., excepting Pistol River Bridge,

locally known as the Roosevelt Coast Highway between Port Orford and the Oregon-California State Line near Chetco, Curry County, being Section A of Oregon Federal Aid Project No. 113 as approved by the Secretary of Agriculture on October 28, 1924, and designated in the records of this Department as Section A of Project No. 113, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $155,427.80 as the total estimated cost of Section A of said project, and the sum of $91,414.12 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 16th day of July one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING Secretary of Agriculture.

AMB

8—4829

pg 113

August 5, 1925.

United States Fidelity & Guaranty Co.,
1208 Porter Building,
Portland, Oregon.

Attention Mr. C. O. Price, Manager.

Gentlemen:

In reply to your letter of the 3rd inst. regarding the contract awarded to Schell & Rhodes for the construction of the Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway in Curry County, will say that the contract has been commenced and is being carried on with satisfactory progress to date.

There has been no increase in contract prices. The total amount paid to Schell & Rhodes up to July 20th was $48,155.15. Our retained percentage at that date was $7,968.20. We anticipate that this project will be completed on October 31st of this year.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

EBG:LM

CAPITAL PAID IN CASH $5,000,000.

# UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE
OREGON. PRICE, MANAGER
PORTER BUILDING

RECEIVED
AUG 4 1925
STATE HIGHWAY COMMISSION

BROADWAY 1755

PORTLAND, ORE.,

August 3, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: #261395-25
Schell & Rhodes.

Dear Sir:

Our Home Office desires the following information with reference to contract No. 771 for the construction of 5.4 miles of grading on the Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway in Curry County, covered by the above bond:

1. Has this contract been started? Yes
2. Has the progress made on the work by our principal been satisfactory? Yes
3. Has there been any increase in the contract price? If so, what amount? No
4. What is the amount of money paid to our principal to date, and the amount of retained percentage? - Paid to July-20-$45,153.15 Retained - $7,968.20
5. What is the probable date of completion? - Oct-31-1925

We will appreciate your advising us with reference to the above.

Yours very truly,

MANAGER

LG

Paid to July-20- $

ANSWERED
H. B. G.

99 113

May 26, 1925

Mr. E. O. Johnson,
Resident Engineer,
Gold Beach, Oregon.

Dear Sir:

It is noted on estimate # 1 of the Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway, Contract No. 771, that all excavation is listed in one column and the segregation of work on the different units is made at the bottom of the column.

As payment for excavation under this contract is not made on the usual basis of common, intermediate and solid rock excavation, we wish to suggest that the printed headings on the estimate sheets be crossed out and these columns be headed Excavation on Unit No. 1, Excavation on Unit No.2, Excavation on Unit No. 3 and Excavation on Unit No. 4 , using a separate column for the excavation quantities of each unit.

This will be a convenience to our auditing department in preparing the estimate vouchers, as the unit prices for excavation on the different units are not the same.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
J. L. Probert
Office Engineer

Dict. by J. W. Nashil

cc-W. H. Chandler,
Division Engineer
Marshfield, Oregon.

May 12, 1926

PR 113

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Myers Creek-Burnt Hill Section, Oregon Project No. 113. This estimate eliminates the Pistol River Bridge in accordance with telephone instructions from Mr. Davis.

We are also enclosing an additional blue print copy of the tabulation of bids on the Astoria-Svensen Section.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeSomma:l
Enc.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 115.

Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway in Curry County.

Salem, Oregon, April 11, 1928.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 5,000.00 |
| 50,000 | Cu.yds. | Excavation, Unit 2 | .75 | 37,500.00 |
| 45,000 | Cu.yds. | Excavation, Unit 3 | .55 | 24,750.00 |
| 57,000 | Cu.yds. | Excavation, Unit 4 | .40 | 22,800.00 |
| 100,000 | Sta.Yds. | Overhaul | .07 | 7,000.00 |
| 1,000 | Lin.Ft. | 18" Concrete Pipe | 3.50 | 3,500.00 |
| 1,000 | Lin.Ft. | 18" x 18" Cedar Culvert | 3.50 | 3,500.00 |
| 170 | Lin.Ft. | 24" Concrete Pipe | 5.40 | 918.00 |
| 630 | Lin.Ft. | 2' x 2' Cedar Culvert | 7.00 | 4,410.00 |
| 250 | Cu.yds. | Class "A" Concrete | 20.00 | 5,000.00 |
| 26,000 | Cu.yds. | Metal Reinforcement | .07 | 1,820.00 |
| 50 | Cu.yds. | Dry Rubble Masonry | 8.00 | 400.00 |
| 150 | Cu.yds. | Cement Rubble Masonry | 15.00 | 1,950.00 |
| 1,600 | Cu.yds. | Rip Rap | 4.00 | 6,400.00 |
| 61 | M-FBM | Wood Gutter | 60.00 | 3,660.00 |
| 1,000 | Lin.Ft. | 6" Reseus Drain Tile | .50 | 500.00 |
| 150 | Cu.yds. | Backfill for Tile Drains | 3.00 | 450.00 |
| | | Sub-total | | $ 141,208.00 |
| | | 10% Engr. & Cont. | | 14,129.00 |
| | | Total | | $ 155,437.00 |

Length of project 8.853 miles
Cost per mile $20,750.00

| | | |
|---|---|---|
| State Funds Available | $ 61,063.03 | |
| Federal Aid Requested | 94,344.77 | (18,675 per mile-60.712%) |
| | $ 155,437.00 | |

cpq 113

April 6, 1925.

Mr. James T. Chinnock,
Lawyer,
First National Bank Building,
Grants Pass, Oregon.

Dear Sir:

On April 3rd of this year we wrote you in reply to your letterof March 31st regarding the claim of Mrs. Dosie Price against C. Frank Rhodes. In our letter we informed you that Mr. Rhodes did not at the present time have a contract with the State Highway Commission. We now wish to correct that statement. Further investigation reveals the fact that Mr. C. Frank Rhodes of Medford, Oregon, is one of the partnership of Schell & Rhodes who were awarded a contract by the Highway Commission on February 26th for the construction of the Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway in Curry County.

Relative to the payment of the note that he gave to Mrs. Dosie Price, will say that we are not in a position to apply the monies due these contractors on this contract in this manner unless we are so ordered to do by court action. Payments to Schell & Rhodes on their contract will be made once each month as estimates disclosing the amount of work done are received in this office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
ChiefnClerk.

HBG:LM

April 2, 1925.

Mr. James T. Chinnock,
Lawyer,
First National Bank Building,
Grants Pass, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 31st ult. regarding the claim of Mrs. Docia Price against C. Frank Rhodes.

In reply will say that Mr. Rhodes has had two contracts with the Highway Department, one in connection with a Mr. Price under the firm name of Rhodes & Price and the other under the name of C. F. Rhodes Construction Company. Both of these contracts have been completed for some time and final payment has also been made.

As to whether or not Mr. Rhodes is in association with J. Wolke and has a contract at the present time on the Roosevelt Coast Highway, we are not in a position to state other than that he does not have a contract direct with the Highway Commission. It may be that he is engaged in subcontract work in which case we are not in a position to advise you for the reason that all our dealings are with the original contractor. Mr. Rhodes has nothing coming to him under any contract with the State Highway Commission.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

JAMES T. CHINNOCK
LAWYER
FIRST NATIONAL BANK BUILDING
GRANTS PASS, OREGON

RECEIVED
APR 1 1925

March
Thirty-first
Nineteen Twenty-five.

State Highway Commission,
Salem, Oregon.

Gentlemen:

On September 16th., 1922, C. Frank Rhodes gave to Docia Price his note for $1500.00, bearing 8% interest, due one day after date. This was for money loaned to Rhodes, which, Mrs. Price informs me was advanced to cover a check drawn by Rhodes, and for which he had no funds in bank at that time, and was purely a matter of friendship, and given without security. Mrs. Price needs this money, and has written a number of letters to Rhodes, but has received no answer.

You may wonder why I am taking this matter up with you. The reason is that Rhodes, in association with J. Wolke, has a contract to build a portion of the Roosevelt highway, and we understand has some money coming from the State on this contract, and this seems to be the only available resources or assets this man has. This is a Note that Rhodes should pay before all other debts, and I see no reason why information should not be available to use as to any moneys he has coming to him on this contractso that he may be required to take up this obligation.

Will you not, therefore, please advise me whether this man has anything coming to him under this contract, and when it will be available.

Very truly yours,

James T. Chinnock

ANSWERED
H. B. G.

JTC/GAC.

Form No. 19—22232—6M—8-23

09113

OR[illegible] STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date May 16, 1925

Job Name Wagner Creek Bridge

Week from May 2 to May 14

Mail Address Wagner Creek

Highway Coquille

Telegraph or Telephone Address Wagner Creek

County Coos Job Prefix S P

Express and Freight Address Coquille

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor is taking on the section
for Piling and Concrete. Balance of party
on the section
Carrying on removal of north approach to
Wagner Creek bridge.
Went over line with Mr Chandler on Friday

RECEIVED
MAR 16 1925
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed R.O. Johnson

Title Res Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

FR 113

March 9, 1925.

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate for project agreement on the Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway in Curry County.

You will notice in the estimate that 12" x 18" Cedar Culverts are being used at the same contract price per lineal foot as 18" reinforced concrete pipe.

This is occasioned by the fact that the cedar culverts are to be placed under deep fills and on soft foundations where there will be danger of settlement and cracking of the concrete pipe, and opening of joints, on account of movement of the fills. It is not believed that this condition will be so serious when cedar culverts are used.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSouza:L
Enc.

cc

Oregon State Highway Department — Project No. 118

Myers Creek-Burnt Hill Section of the Roosevelt Coast Highway in Curry County

Salem, Oregon, March 9, 1935

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 5,000.00 |
| 50,000 | cu.yd. | Excavation, Unit 2 | $ .75 | 37,500.00 |
| 65,000 | Cu.yd. | Excavation, Unit 3 | .55 | 34,650.00 |
| 57,000 | Cu.yd. | Excavation, Unit 4 | .40 | 22,800.00 |
| 100,000 | Stn. yd. | Overhaul | .07 | 7,000.00 |
| 1,000 | Lin.ft. | 18" Concrete Pipe | 3.60 | 3,600.00 |
| 1,000 | Lin.Ft. | 18" x 18" Cedar Culverts | 3.60 | 3,600.00 |
| 170 | Lin.Ft. | 24" Concrete Pipe | 5.40 | 918.00 |
| 830 | Lin.Ft. | 2' x 2' Cedar Culverts | 5.00 | 4,150.00 |
| 230 | Cu.yd. | Class "A" Concrete | 20.00 | 4,600.00 |
| 26,000 | Lbs. | Metal Reinforcement | .07 | 1,820.00 |
| 50 | Cu.yds. | Dry Rubble Masonry | 8.00 | 400.00 |
| 150 | Cu.yds. | Cement Rubble Masonry | 15.00 | 1,988.00 |
| 1,400 | Cu.yd. | Rip Rap | 4.00 | 5,600.00 |
| 61 | M-FBM | Wood Cutter | 60.00 | 3,660.00 |
| 1,000 | Lin.Ft. | 6" Porous Drain Tile | .50 | 500.00 |
| 150 | Cu.yd. | Backfill for tile Drains | 3.00 | 450.00 |
| | | Pistol River Bridge (Not Contracted) | | ~~20,000.00~~ |
| | | | Sub-total | 191,998.00 |
| | | | 10% Engr. & Cont. | ~~18,429.80~~ |
| | | | | 210,427.80 |

Length of project 5.053
Cost per mile including bridge $41,644.13
Cost per mile excluding bridge $38,758.80

| | |
|---|---|
| State Funds Available | $ 84,171.12 |
| Federal Aid Requested | ~~126,256.68~~ (60%) |
| | $ 210,427.80 |

FORM 8A 99270 10M-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

Marshfield, Oregon.
Mar. 3, 1925.
Box 151.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

R. 13

RECEIVED
MAR 5 1925
STATE HIGHWAY COMMISSION

Attention Mr. DeSouza.

Dear Sir:

Herewith list of culverts on the Myers Creek-Burnt Hill section. You will notice that there has been no definite rule as to the depth of fill for either kind of culvert. The ground on which the culvert is to be built is the deciding factor. Wherever you find a cedar culvert under a rather large fill it is because the ground is soft and settlement may be expected.

Please note that the amount of lineal feet of 24" culvert shown on the profile does not check with the amount shown on the summary on the profile.

Very truly yours,

WM. E. CHANDLER,

Division Engineer.

WEC/B

## MYERS CREEK-BURNT HILL SECTION
## CULVERTS

(Note: Stationing is approximate.)

| Station | CEDAR 18" | CEDAR 24" | CONCRETE 18" | CONCRETE 24" | CONCRETE 4'X4' | CONCRETE 5'X5' |
|---|---|---|---|---|---|---|
| 582 | 28 | | | | | |
| 584/50 | | 84 | | | | |
| 586 | 76 | | | | | |
| 588/50 | 92 | | | | | |
| 593 | 84 | | | | | |
| 594/50 | | | 100 | | | |
| 599/50 | | | | 108 | | |
| 606 | | | 76 | | | |
| 608 | 56 | | | | | |
| 611/50 | 30 | | | | | |
| 615 | | | 120 | | | |
| 619/50 | | | 60 | | | |
| 623 | | | | | 148 | |
| 631 | | | | 132 | | |
| 635/40 | 30 | | | | | |
| 638/20 | | | | 104 | | 160 |
| 645/20 | | | | | | |
| 648/40 | 40 | | | | | |
| 652/60 | | | 72 | | | |
| 662/50 | | | 48 | | | |
| 665/60 | | | | 124 | | |
| 671/30 | | | 80 | | | |
| 682 | 24 | | | | | |
| 687/50 | | | 120 | | | |
| 692/30 | 24 | | | | | |
| 694/10 | | | | 112 | | |
| 698/25 | | | | 80 | | |
| 701/50 | 32 | | | | | |
| 705/50 | 24 | | | | | |
| 713/40 | | 30 | | | | |
| 739/50 | | 52 | | | | |
| 746/50 | 30 | | | | | |
| 758/50 | 32 | | | | | |
| 762 | 36 | | | | | |
| 767 | 34 | | | | | |
| 773/30 | 30 | | | | | |
| 777/20 | 40 | | | | | |
| 780 | 44 | | | | | |
| 783/30 | 40 | | | | | |
| 786/50 | 36 | | | | | |
| 790/50 | 36 | | | | | |
| 795 | | | 64 | | | |
| 818 | | | 44 | | | |
| 826/50 | | | | 152 | | |
| 830/50 | | | 52 | | | |
| 837 | | | 110 | | | |
| 841 | 44 | | | | | |
| 844/50 | | | | 110 | | |
| | 942 | 166 | 946 | 922 | 148 | 160 |

48 Note: Mile 1 on profile shows 324' of 24" culvert, summary shows 264'.
Mile 5 " " " 262' " " " , " " 176'

PR# 113
Hwy Clerk-Emmett Rd.

XXXXXXXX
Marshfield, Oregon.
Feb. 19, 1925.
Box 151.

NOTED
State Highway Engineer

Mr. Collier H. Buffington,
District Attorney,
Gold Beach, Ore.

Dear Mr. Buffington:

Must advise that the State Highway Commission regret cattle passes as right-of-way, therefor to be paid for by the County. The Bureau of Public Roads, which is cooperating on this project, will not pay any part of anything pertaining to right-of-way.

We do not regard cattle passing over a road twice a day as a serious obstacle to travel unless the crossing is just around a blind curve.

You will acknowledge that this situation is not different from hundreds of others that might come up. They have not paid for them heretofore and do not think anything would be gained by making them to set aside their rule in this case.

Cannot say just when I can come down but will look the proposition over as early as possible.

Very truly yours,

WM. R. CHANDLER,

Division Engineer.

WRC/B

cc. R. A. Klein, Salem.

Ext. Mileage please allow
If you think this
Cattle passes should be charged.
JFEC.

COPY COPY COPY

Law Offices Of
COLLIER H. BUFFINGTON
Gold Beach, Oregon.

February 13, 1925.

Mr. W. E. Chandler, Division Engineer,
State Highway Commission,
Marshfield, Oregon.

My dear Mr. Chandler:

In discussing with Mr. W. J. Walker a settlement of his compensation for right of way to be appropriated through his place at Pistol River I find that the amount which the county will have to pay him will be very greatly reduced if the Highway Commission will provide subways under the road grade for his cows to use in passing from one side of the road to the other. His ranch is a dairy ranch and a herd of from sixty to eighty cows will have to cross from one side of the highway to the other twice a day during a considerable portion of the year. It seems to me very undesirable that a herd of this size should cross at grade from the standpoint of the safety and convenience of the travelling public to say nothing of the very great inconvenience to Mr. Walker.

Can you not arrange to come down and look the situation over in the near future with a view to reaching some arrangement with regard to this matter?

Yours very truly,

COLLIER H. BUFFINGTON

COPY COPY COPY

PR 113

February 18, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans previously sent you on the Myers Creek-Burnt Hill Section, Oregon Project No. 113.

The bridges on this section will be awarded under seperate contract, so they have not been included in the present grading estimate. Bids for the grading will be received on the 26th of the present month. Bids may possibly be received on the bridges at the March meeting of the State Highway Commission.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probst
Office Engineer

Dict. by S. W.DeCoursil
Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 118.

Myers Creek-Pistol River Section of the
Roosevelt Coast Highway in Curry County.
(Estimate with plans. Not as basis for
project agreement)

Salem, Oregon, February 12, 1926

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 5,000.00 |
| 50,000 | cu. yds. | Excavation, Unit 2 | $ 1.00 | 50,000.00 |
| 63,000 | cu.yds. | Excavation, Unit 3 | .60 | 37,800.00 |
| 57,000 | cu.yds. | Excavation, Unit 4 | .35 | 19,950.00 |
| 100,000 | Sta. yds. | Overhaul | .06 | 6,000.00 |
| 2,000 | lin.ft. | 18" Culvert Pipe | 4.00 | 8,000.00 |
| 1,000 | lin.ft. | 24" Culvert Pipe | 6.00 | 6,000.00 |
| 230 | cu.yds. | Class "A" Concrete | 25.00 | 5,750.00 |
| 26,000 | lbs. | Metal Reinforcement | .10 | 2,600.00 |
| 50 | cu.yds. | Dry Rubble Masonry | 15.00 | 750.00 |
| 120 | cu.yds. | Cement Rubble Masonry | 20.00 | 2,400.00 |
| 1,600 | Cu.yds. | Rip Rap | 4.00 | 6,400.00 |
| 61,000 | F.B.M. | Wood Gutter | .06 | 3,660.00 |
| 1,000 | lin.ft. | 6" Porous Drain Tile | .35 | 350.00 |
| 150 | cu.yds. | Gravel Backfill | 3.50 | 525.00 |
| | | Sub-total | | 155,385.00 |
| | | 10% Engr. & Cont. | | 15,538.50 |
| Length of project 5.05 miles | | | | $ 170,923.50 |

Cost per mile $33,846.23.

(Bridges to be awarded under separate contract)

FORM 5A 20270 10M-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

XXXXXXXX

Marshfield, Oregon.
Feb. 10, 1925.
Box 151.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

P.R. 113

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

Herewith estimated unit prices for Myers Creek-Burnt Hill section, as requested in your letter of February 9th.

These have been made up rather hurriedly, but I think that they are high enough. Would like to submit prices for comparison of bids later.

Very truly yours,

W. E. CHANDLER

Division Engineer.

WEC/B

Advised by letter of 3-23-25 that these prices are low. Comparison of bids

RECEIVED
FEB 12 1925

## ESTIMATED COST — MYERS CREEK-BURNT HILL
## GRADING

**GRADING:** [illegible]:

| | | | | | |
|---|---|---|---|---|---|
| 1. Clearing & Grubbing (60' R/W) | All Required | | Lump Sum | | $ 5,000.00 |
| 2. Extra Clear. & Grub. | 3 | acres | @ 200.00 | | 600.00 |
| 3. Excavation on Unit #1. | 6,000 | c.y. | @ .60 | | 3,600.00 |
| 4. Excavation on Unit #2. | 50,000 | c.y. | @ 1.00 | | 50,000.00 |
| 5. Excavation on Unit #3. | 63,000 | c.y. | @ .60 | | 37,800.00 |
| 6. Excavation on Unit #4. | 57,000 | c.y. | @ .35 | | 19,950.00 |
| 7. Overhaul | 100,000 | c.y.s. | @ .06 | | 6,000.00 |
| 8. Cement Rubble Masonry | 130 | c.y. | @ 20.00 | | 2,600.00 |
| 9. Dry Rubble | 50 | c.y. | @ 15.00 | | 750.00 |
| 10. Rip Rap | 1,600 | c.y. | @ 4.00 | | 6,400.00 |
| 11. Wood Gutter | 61 | MFBM | @ 60.00 | | 3,660.00 |
| 12. 6" Porous Drain Tile | 1,000 | l.f. | @ .35 | | 350.00 |
| 13. Rock or Gravel Backfill for drains | 150 | c.y. | @ 3.50 | | 525.00 |

**Culvert Alternate "A":**

| | | | | |
|---|---|---|---|---|
| 14. 18" Concrete Pipe | 2,000 | l.f. | @ 4.00 | 8,000.00 |
| 15. 24" Concrete Pipe | 1,000 | l.f. | @ 6.00 | 6,000.00 |
| 16. Class "A" Concrete | 230 | c.y. | @ 25.00 | 5,750.00 |
| 17. Metal Reinforcement | 26,000 | lbs. | @ .10 | 2,600.00 |
| | | Total Alternate "A" | | $159,585.00 |

**Culvert Alternate "B":**

| | | | | |
|---|---|---|---|---|
| 18. 1.5' x 1.5' Cedar Culvert | 2,000 | l.f. | @ 3.50 | 7,000.00 |
| 19. 2.0' x 2.0' Cedar Culvert | 1,000 | l.f. | @ 5.50 | 5,500.00 |
| 20. 4.0' x 4.0' Cedar Culvert | 148 | l.f. | @ 15.00 | 2,220.00 |
| 21. 5.0' x 5.0' Cedar Culvert | 160 | l.f. | @ 20.00 | 3,200.00 |
| | | Total Alternate "B" | | $155,155.00 |

**FORCE ACCOUNT:**

| | | | | |
|---|---|---|---|---|
| Hauling Clay Cushion Course to Sand | 3,000 | c.y. | @ .75 | $ 2,250.00 |

CALIFORNIA STATE HIGHWAY DEPARTMENT

# WILLITS CREEK – PISTOL RIVER SECTION

## ROOSEVELT COAST HIGHWAY

HUMBOLDT COUNTY

Accepted [illegible]

FED. AID PROJ. No. 118

PACIFIC

OCEAN

PR # 113

OREGON STATE HIGHWAY COMMISSION

SALEM

Mr. E. E. Chandler,
Division Engineer,
Marshfield, Oregon.

January 27, 1925

Dear Sir:

The profile which you submitted for the Myer's Creek-Burnt Hill Section called for some 150 feet, or so, of masonry parapet wall.

Mr. Klein has expressed the opinion that in view of the fact that no parapet wall has been used elsewhere along the highway in Curry County, that type of construction might appear out of place and might appear to be an unnecessary expenditure. He suggests that wood guard fence be used instead, and that if it is to be built in connection with a retaining wall, that the wall be recessed to receive the posts.

In the way of plans for wood gutters, we are showing two designs, one of which is the same as was shown on the profile which you submitted and the other of which consists of a 3" x 12" bottom with 3" x 8" sides. The latter design does not require any more material and appears to us to be the more effective of the two. We are calling for prices on the F.B.M. basis so that the size of the gutter can be varied if found desirable.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By S. H. Probert
Office Engineer

SHP L

cc

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

RECEIVED
JAN 20 1925
STATE ... COMMISSION

Marshfield, Oregon.
Jan. 19, 1925.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore,

Attention Mr. Probert.

Dear Sir:

Since you phoned this morning, have been thinking that if the line is to be divided up it could be separated into four sections---one for the settlement on the Myers Creek section, second, from Myers Creek bridge to approximately station 610. This will take in practically all the rock. You will have to check station 610 on the profile and cross-sections, also, the classification is shown on the profile. The third section from station 610 to Pistol River, and the fourth from Pistol River to Burnt Hill. This will give four different prices, bpt can see no reason for confusion, as a matter of fact these divisions will practically classify the job before hand.

I therefor recommend that the job be let in this manner.

Respectfully,

W. E. CHANDLER,
Division Engineer.

WEC/B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO. .....

Marshfield, Oregon.
Jan. 17, 1925.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Herewith special provisions for the Myers Creek-Burnt Hill section of the Roosevelt Coast Highway, covering new grading, and slide and settlement removal on the previously completed Myers Creek section. Under separate cover, we are sending the following by express;

Final profile, Myers Creek section.
Onion skin profile, showing work to be done on Myers Cr. Sec.
Earth work computation sheets, Myers Creek section.
Platted cross-sections, Myers Creek section.

Believe this slide and settlement removal can be handled along with the new work more cheaply than any other way.

Recommend that in the proposal bidders be advised that if they desire to be shown over the work that they make request at the Division office at Marshfield or Resident Engineer at Gold Beach, and a representative will be sent who is familiar with the line.

Mr. Morris of the Bureau of Public Roads advises that the section between Pistol River and Burnt Hill be held up until a final decision regarding a coast route has been made, but have found that this part would remain the same in either case. In my opinion, the probability of using a coast route is very remote.

Respectfully,

WM. E. CHANDLER,

Division Engineer.

WEC/B

RECEIVED
JAN 13 1925
Ore.

ROVISIONS — MYERS CREEK-BURNT HILL, GRADING.

## TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon, at Room 520, Multnomah County Court House, Portland, Oregon, at two o'clock P. M. (2:00 P.M.) on the Twenty-sixth (26th) Day of February, 1925.

## DESCRIPTION OF WORK TO BE DONE

The work upon which bids are to be received, and the work to be done under the contract if awarded, consists of 5.04 miles of new grading, and slide and settlement removal on the Myers Creek section of the Roosevelt Coast Highway.

The new construction will be from Station 579 + 80.2, at Myers Creek Bridge, to Station 846 + 35, at Burnt Hill. Slide and settlement work is from the Myers Creek Bridge, north to Station 455, a distance of 2.4 miles.

## DATE OF COMPLETION

The work to be done under this contract shall be completed on or before October 31, 1925.

## SPECIFICATIONS

The work to be performed under this contract shall be performed in accordance with the specifications and general provisions given in the "Specifications and Contract Agreement" form issued by the State Highway Commission under date of June 1st, 1924, copy of which will be furnished upon request.

## EXTRA CLEARING AND GRUBBING

For the performance of clearing and grubbing work over areas not included within the 60-foot right-of-way, the contractor will receive payment at the price bid per acre for "Extra Clearing and Grubbing".

## CLASSIFICATION OF EXCAVATION

The classification of excavation shall, in connection with this project, be in accordance with the single classification basis described on page 22 of the printed specifications.

## BRIDGE CONSTRUCTION

This contract does not include the construction of the bridges and trestles which are to be built over the three stream crossings requiring structures of this kind. This fact will not, however, relieve the contractor of any part of the grading of the approaches to the

bridges and trestles, except in so far as such grading cannot be performed prior to the date upon which all other work under this contract is completed or prior to date specified for the completion of same.

The contractor shall expect, and shall receive, no extra compensation or allowance, for expense, if there be any, that may result from or be entailed by the operations of the bridge contractor or the failure of the bridge contractor to complete his work as expected.

## ACCOMMODATION OF TRAFFIC

The contractor shall so conduct his work as to keep the present road open to travel at all times. Any necessary detours will be constructed by him, at his expense.

## CULVERTS

Bids will be considered upon three alternate propositions governing culvert construction.

Under Alternate "A", the culverts shall be concrete as indicated on the profile. Under Alternate "B", cedar boxes shall be used. Under Alternate "C", vitrified clay pipe shall be used up to and including 24" sizes, sizes above that will be concrete or cedar using unit prices bid on Alternates "A" and "B". All sizes above 36" shall be concrete or cedar box culverts.

Bidders are requested to submit bids for each type of culvert. Which of the alternates is to be accepted will be determined by the State Highway Commission at the time the contract is made.

## MYERS CREEK BRIDGE

Any damage or injury resulting to the Myers Creek bridge by reason of the operations of the contractor during construction of adjacent rock excavation shall be paid for by the contractor.

## SLIDES & SETTLEMENT ON GRADED UNIT MYERS CREEK SEC.

Quantities on the Myers Creek section shall be moved at the same unit prices as those governing the Myers Creek-Burnt Hill section.

PR #113

Mr. Collier H. Buffington,
District Attorney for Curry County,
Gold Beach, Oregon.

January 23, 1926

Dear Sir:

Reference is made to your letter of January 19th requesting that we send to you the right-of-way descriptions for the Myers Creek-Pistol River Section of the Roosevelt Coast Highway.

The right-of-way descriptions, and right-of-way maps for this section were sent to our Division Engineer, Mr. Chandler, at Marshfield, several days ago with the understanding that copies would be forwarded or delivered to the County Court of your County. We are wiring Mr. Chandler of your request, and he will undoubtedly comply with same if he has not already done so.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

CC- Mr. W.K. Chandler,
Division Engineer,
Marshfield, Oregon.

COLLIER H. BUFFINGTON
DISTRICT ATTORNEY FOR CURRY COUNTY
GOLD BEACH, OREGON

RECEIVED
JAN 22 1925

January 19, 1925.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Will you kindly send me as soon as convenient the right of way descriptions covering the right of way needed for the Myers Creek-Pistol River section of the Roosevelt Highway which is to be placed under contract at the February session of the Commission?

The county court would like to have this right of way purchased or contracted for before the contract is let if possible.

Yours very truly,

Collier H. Buffington

District Attorney.

ANSWERED
S. H. Probert

| | |
|---|---|
| [illegible] | |
| [illegible] Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

# COPY OF WESTERN UNION TELEGRAM

January 26, 1918

W. H. CRANDALL,

HIGHWAY ENGINEER,

HARRISBURG, OREGON.

REFERENCE ATTORNEY DUFFINGTON OF GOLD BEACH REQUESTS SIGHT OF WAY INSCRIPTIONS
NEXT CREEK TO JERRY TILL.

ROY A. KLEIN.

SHP 1.

SECTION
PACIFIC

OCEAN

D.A.O. #118.

January 16, 1926

Mr. C.H. Purcell,
District Engineer,
Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

The State Highway Commission desired to receive bids on February 26th for the grading of a unit of the Roosevelt Coast Highway which will include what has heretofore been referred to as the Myers Creek-Pistol River Section.

To construct only the Myers Creek-Pistol River Section would give a stub end road that would be of little service until a unit south of Pistol River connecting back with the old road is built, and therefore, the Commission desires to include in the project to be advertised at this time, a section about two miles in length extending from Pistol River south to a point where the location crosses a private road which leads to the old road and which can be used as a connection with the old road until such time as further work south of Pistol River can be undertaken.

The project above described extends beyond the point of divergence of the location of the Roosevelt Coast Highway as we have had it staked, and the location along the beach which your Bureau has seemed inclined to consider desirable, but which we consider to be inferior. We are writing, therefore, to ascertain whether or not your more recent investigations have caused you to abandon the idea of the lower line location, and if not, what plan of construction between Pistol River and a connection with the old road south thereof would met with your approval.

Please also let us know whether or not the project statement which we submitted sometime ago for the Myers Creek-Pistol River Section, can be extended to include such additional unit south of Pistol River as it may be agreed to construct at this time.

We are sending to you under separate cover a blue print map showing the location and the termini of the section as we would like to advertise it.

Kindly let us hear from you at your early convenience, so that we will know how to proceed in the preparation of plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S.M. Probert
Office Engineer

SMP L

STATE OREGON

PROJECT NO. 118
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U.S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) September 2nd, 1924

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Roosevelt Coast Highway

2. Between control points of official description: California Line and Port Orford

3. Between intermediate control points if used: Myers Creek and Pistol River

County of Curry

4. Length in miles (gross) 3.8 (net) 3.8

5. Preliminary estimate of cost: Total, $110,000.00; section of road to be first improved, $110,000.00,

of which $10,000.00 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.)
Sufficient to insure completion. Sale of bonds or current income.
(Source; refer to statute.)

(*b*) County
(Amount.) (Source; refer to statute.)

8—5073

7. Funds for maintenance to be provided by State, from the following
(State or (and) county.)

statutes: Resolution of August 17, 1917 & Chapter 257, Laws of 1917
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon,

Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

CHAIRMAN
(Title of officer.)

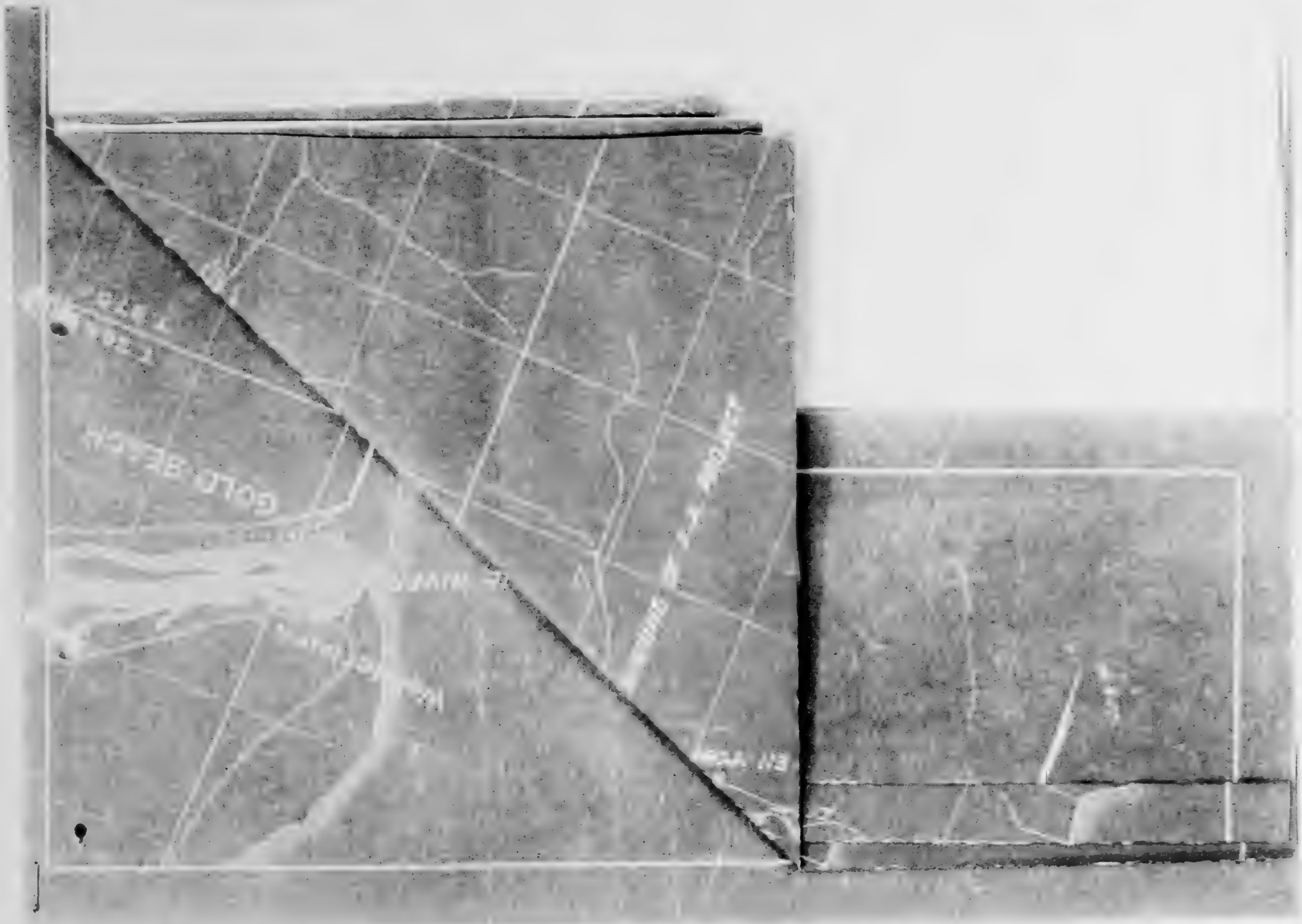
By

COMMISSIONER
(Title of officer.)

By

COMMISSIONER
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5078



DEPARTMENT

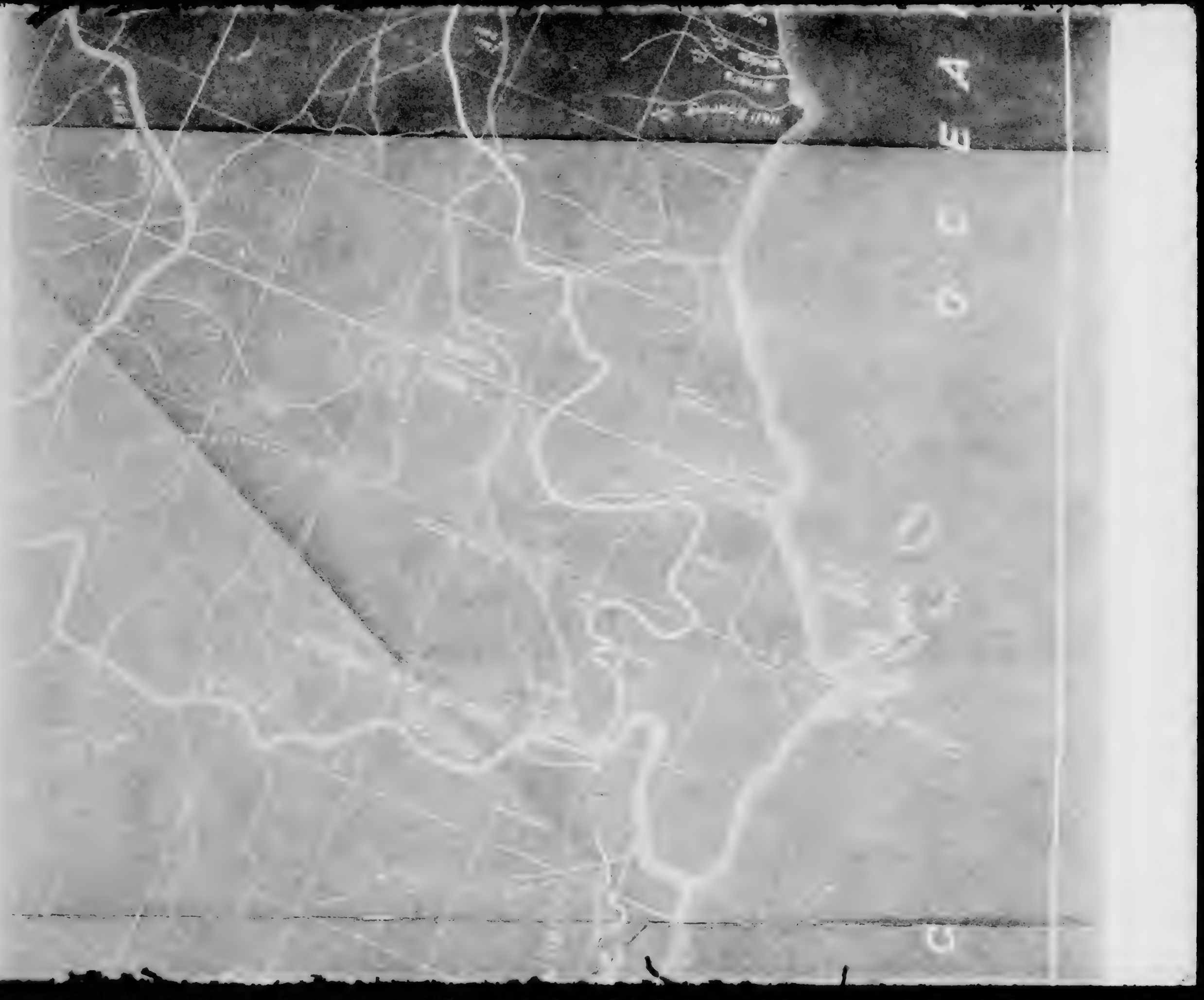
# CALIFORNIA STATE

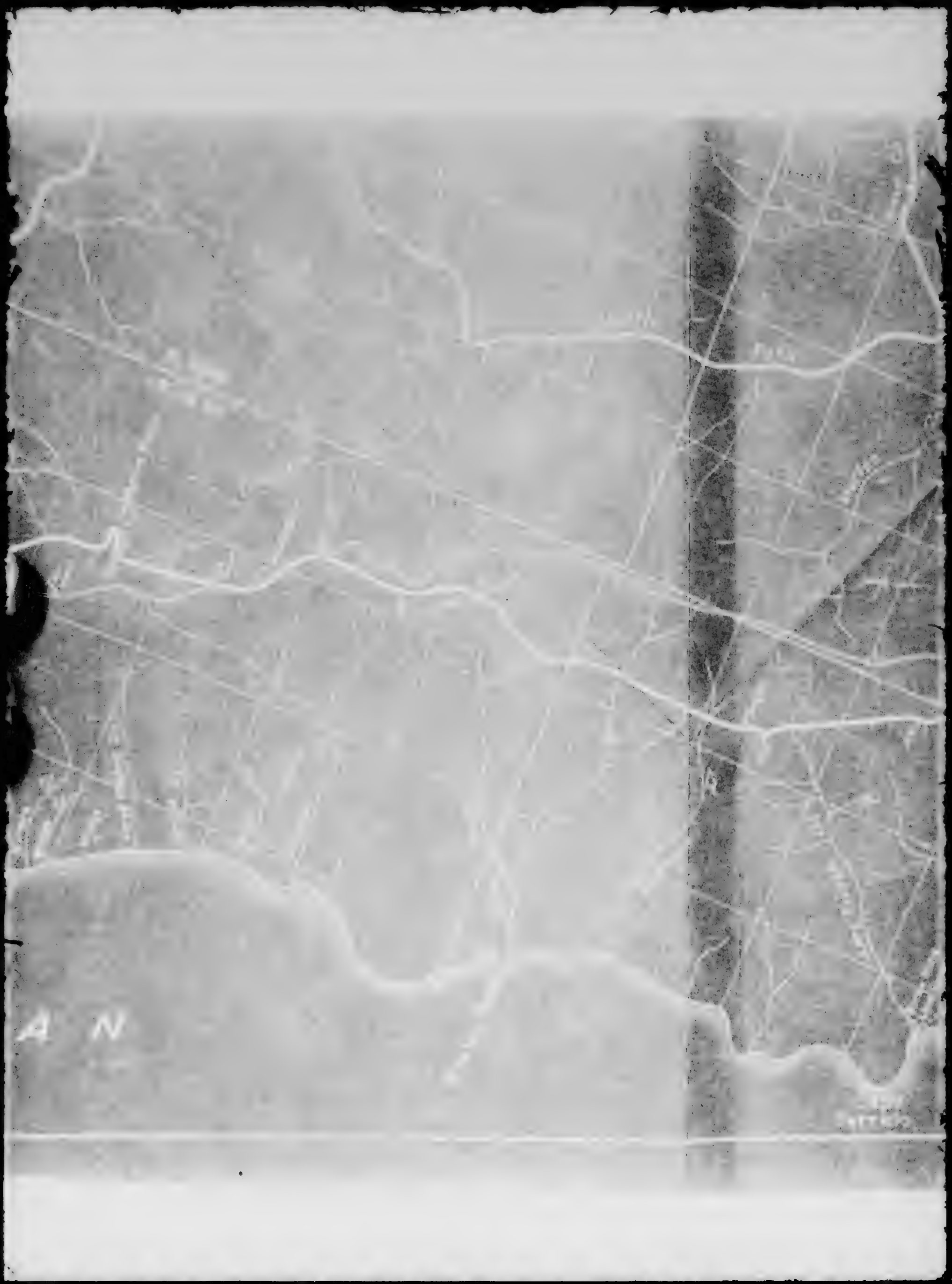
GOLDEN GATE TO GOLDEN GATE HIGHWAY

COUNTY

APPROVED

NIA STATE LINE
HIGHWAY
PACIFIC

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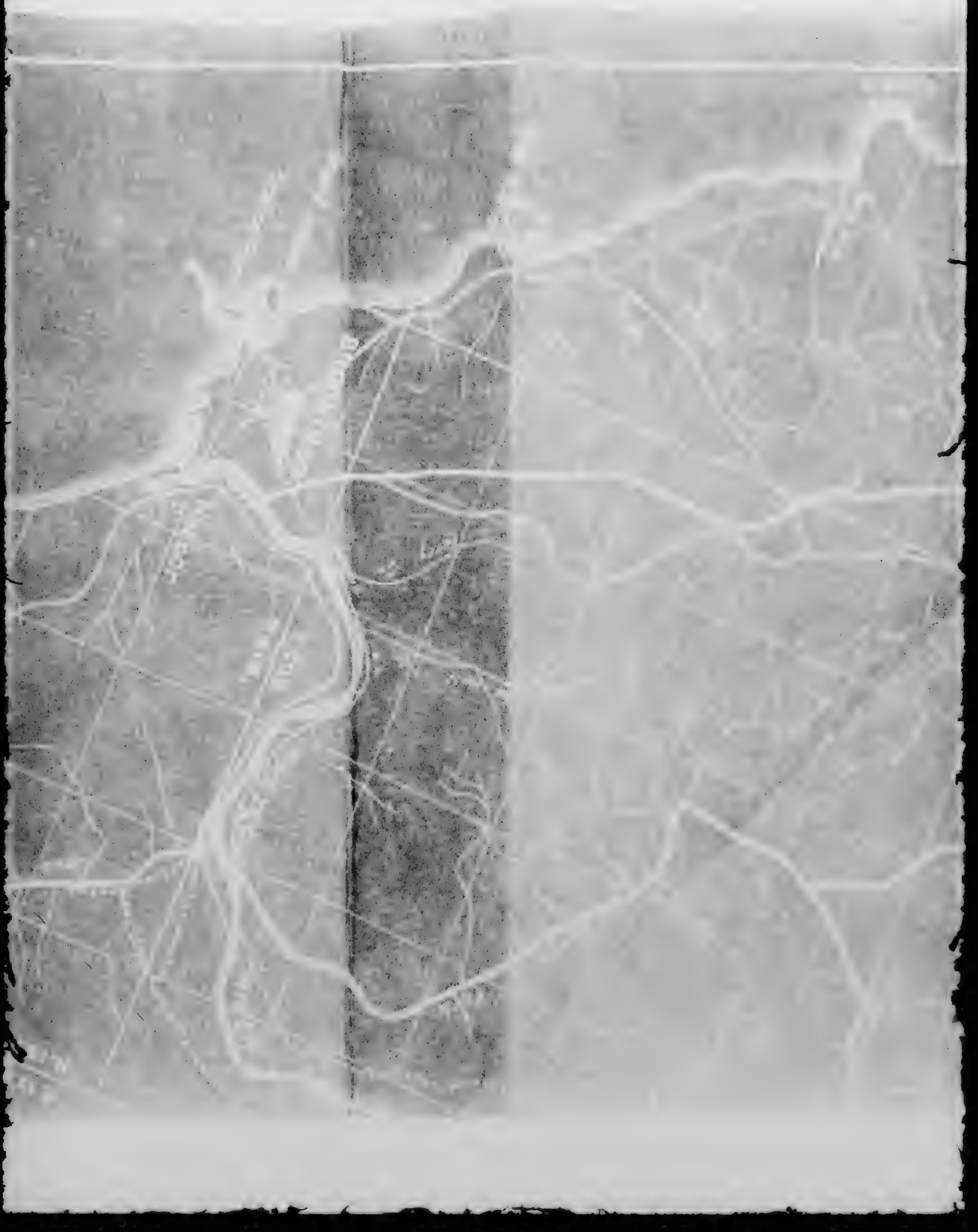

CONTRACT #773,

SEE:

CONTRACT #754,

773 CEF: Contract 754

CONTRACT #775,

SEE:

CONTRACT # 758

776 SFE: Contract 758

CONTRACT # 776

SEE:

CONTRACT # 776

77( SEE: Contract 7(

CONTRACT #780,
921,

PR 116-A Unity-Beam Creek 1925-1928

780,921

#921
230I
PR 116 A

January 15, 1932

United States Fidelity and Guaranty Co.,
1208 Porter Building,
Portland, Oregon

Attention: C. O. Price, Mgr.

Gentlemen:

This letter is to advise you that we are about to make final payment to Joslin & McAllister in connection with their contract for the surfacing of the Unity-Ironside Section of the John Day Highway in Baker & Malheur Counties, State Highway Contract #261.

This information is given you as you appear as Surety on the bond furnished by the contractor in this instance.

The warrant in payment of this final estimate will be released by this office on or after Monday January 25rd unless we are advised by you in the meantime to withhold this payment for further investigation. The amount of the payment, we might explain, is $2119.60.

We have no knowledge of any outstanding Claims against this project and we assume no liability in connection with them should there be any.

For your information wish to say that the total amount paid to the contractor for this work, including the final payment, is $70,664.65.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

PR 116 A

#921

230I

REPORT

December 16th,1927. Salem, Oregon.

U. S. Fidelity & Guaranty Co.
C. C. Price, Manager.
Porter Building.
Portland, Oregon.

Gentlemen:

This letter is to inform you that we shall be about to make semi-final payment to Joslin & Mallister for the surfacing of the Unity-Ironside Section of the John Day Highway, state highway contract No. 921. This payment will be in the sum of $606.76, and the warrant will be released to Joslin & Mallister on or after Monday, December 26,1927.

The state is not advised of any claims outstanding against this work and it assumes no responsibility or liability in connection with claims should there be any.

This notice is given you as you appear as surety on the bond furnished by the contractor in this instance.

We might add that our retained percentage at this time is $2119.97.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiborne,
Chief Clerk.

HBC:JS

Form 39—B-5202—1M—5-27.

H-5:16A

NOTED

State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date October 24, 1927., 192...

Job Name Unity-Ironside

Week from Oct.16 to 22

Mail Address Baker, Oregon.

Highway John Day

Telegraph or Telephone Address "

County Baker-Malheur Job Prefix 23 PI

Express and Freight Address "

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

With exception of some patching all material has been placed on the grade on this section. The top course was completed Friday and we then started patching some ofthe places that looked weak.

Two blades are being used continously during daylight hours to shape up the surface. Three or four days blading work will probably be necessary after the crusher completes work.

Approximately 600 yards of maintenance material remains to be crushed. This work will be completed Tuesday or Wednesday.

I have no more work for Mr.Childs at the present time so will release him. I will ues Mr.Spencer as a chainman temporarily in Baker if he wishes the job. Both these men are rockcheckers.

The sprinkling truck will be transferred to the La Grande Shops about the middle of the week.

A check up on total quantities shows that we are slightly under the preliminary estimate

(See back of this sheet for instructions and detailed information.)

Signed H E Hullinger

Title Res. Eng.

TPR 116-A

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* 196

*Miles completed* 196

*Miles partially done* 196

*Average daily yardage placed this week* 400

*Average daily yardage necessary to complete on time* —

*Contractor's average force for week* 25 men,

3 teams, 5 trucks

*Percentage of total required yardage now in place* 100

*Surfacing will be completed about* Complete

*Number of men in Engineering Party* 2

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 23P1 *Percentage* 100

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

PR 116-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

March 23, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 116-A, Unity-Beam Creek section of the John Day Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By L. Kaufield
Assoc. Highway Engineer.

Oregon Federal Aid Project No. 116, Section A.

APPR 1248

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 24, 1925, by the State Highway Commission of Oregon, and on May 19, 1925, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on November 17, 1926, by the said State Highway Commission, and on December 10, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 116, Section A; and

WHEREAS, the said State Highway Commission of Oregon has requested that the Federal funds approved and set aside to the credit of said Section A of said project be increased from $103,457.88 to $131,474.35, which is less than 62.25 per cent of thetotal estimated cost approved for said Section A; ...

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred thirty-one thousand, four hundred seventy-four and 35/100 dollars ($131,474.35) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of one hundred thirty-one thousand, four hundred seventy-four and 35/100 dollars ($131,474.35, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of two hundred thirteen thousand, nine hundred sixty-six and 77/100 dollars ($213,966.77), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of January, 1927, and the Secretary of Agriculture on the 26th day of February, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Ark

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 11-2

a4 PR 1248

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0+00 at Unity in Sec. 16, T. 13 S., R. 37 E., in Baker County, and survey station 450+75 on Bean Creek in Sec. 28, T. 14 S., R. 38 E., in Malheur County,

locally known as the Unity-Bean Creek Section of the John Day Highway between Dayville and Ontario, Baker and Malheur Counties, and designated in the records of this Department as Project No. 116 Section A of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 215,966.77 in lieu of the $103,457.88 approved by Certificate of December 10,1924, as the total estimated cost of said project Section A of, and the sum of $ 131,474.35/ Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 26th day of February one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

RECEIVED
JAN 28 19[illegible]

P. A. Howell
ACTING *Secretary of Agriculture.*

AB

8—4929

PR 116A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 13, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 116-A, Unity-Beam Creek section of the John Day Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL, District Engineer,

By T. M. Davis
Assoc. Highway Engineer.

GWB

Ad Pro 1248

Oregon Federal Aid Project No. 116, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 24, 1925, by the State Highway Commission of Oregon, and on May 19, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 116, Section A; and

WHEREAS, the plans and specifications approved for Section A of said project provided for the improvement of 12.352 miles of graded and drained road, in Baker and Malheur Counties, for which the estimate approved was $190,180.37, and $114,108.22 Federal funds were set aside to the credit of said Section A; and

WHEREAS, the construction of said Section A in accordance with the plans and specifications previously approved has been completed, finally inspected and accepted, at a total cost of $163,939.32, and voucher in the sum of $101,457.88 has been passed for payment as the share of the Federal Government on said Section A; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section A and a revision of the plans, specifications and estimates approved therefor to provide for the construction of broken stone surfacing over the entire length of said Section A, at an estimated cost of $50,027.45; and by reason thereof has requested that the estimated cost approved for said Section A be increased from the previous actual cost of $163,939.32 to $213,966.77, and that the Federal funds approved

and set aside to the credit of said Section A be increased from the previous actual payment of $101,457.88 to $103,457.88:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred three thousand, four hundred fifty-seven and 88/100 dollars ($103,457.88) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of one hundred three thousand, four hundred fifty-seven and 88/100 dollars ($103,457.88), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of two hundred thirteen thousand, nine hundred sixty-six and 77/100 dollars ($213,966.77), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon

on the 17th day of November, 1926, and the Secretary of Agriculture on the 10th day of December, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By W. M. Duby
Chairman, State Highway Commission

By
Member, State Highway Commission

By Walt Malone
Member, State Highway Commission

R. H. Montgomery
Acting Secretary of Agriculture

RHB

EXECUTED AGREEMENTS BETWEEN STATE HIGHWAY COMMISSION AND U.S. DEPARTMENT OF AGRICULTURE MAY ... SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0+00 at Unity in Sec. 16, T. 13 S., R. 37 E., in Baker County, and survey station 650+75 on Beam Creek in Sec. 28, T. 14 S., R. 38 E., in Malheur County, locally known as the Unity-Beam Creek Section of the John Day Highway between Dayville and Ontario, Baker and Malheur Counties, and designated in the records of this Department as Section A of Project No. 116, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 213,966.77 in lieu of the previous actual payment of $101,487.88 as the total estimated cost of Section A of said project, and the sum of $ 103,457.88/ as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 10th day of December one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. H. Almlaf
ACTING *Secretary of Agriculture.*

WMB

GOVERNMENT PRINTING OFFICE 3—4820

UNITED [illegible] DEPARTMENT OF AGRICU[illegible]

November 18, 1926. PR 116-A

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are returning three copies of proposed modification of agreement on the Whitz-Bear Creek Section, Oregon Project No. 116-A.

These copies have been executed by the State Highway Commission.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING.
PORTLAND, OREG.

Nov. 13, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

NOV 16 1926
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

Enclosed herewith are copies of the estimate for re-opening of Federal Aid Projects 116-A and 116-B.

These have been rewritten in accordance with instructions from the Regional Office.

As the engineering for bridges was not shown separately in the estimate which you submitted for Project 116-B, we have pro-rated it in proportion to the construction cost of the grading and bridge items.

In the case of 116-A-- just enough engineering has been charged to the bridge so that the total engineering and contingencies do not exceed the allowable 10% of the construction cost of this portion of the work.

This form should be used on future projects which are reopened to provide for additional work.

Enclosed are three copies of the modification for Section A for the signature of the State Highway Commission.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

Encls.

Nov. 15, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed herewith are copies of the estimate for re-opening of Federal Aid Projects 116-A and 116-B.

These have been rewritten in accordance with instructions from the Regional Office.

As the engineering for bridges was not shown separately in the estimate which you submitted for Project 116-B, we have pro-rated it in proportion to the construction cost of the grading and bridge items.

In the case of 116-A-- just enough engineering has been charged to the bridge so that the total engineering and contingencies do not exceed the allowable 10% of the construction cost of this portion of the work.

This form should be used on future projects which are reopened to provide for additional work.

Enclosed are three copies of the modification for Section A for the signature of the State Highway Commission.

Very truly yours,

C. H. PURDELL
District Engineer

By A F Morris
Acting.

Encls.

Oregon State Highway Department — Project 116-A Reopened.

## UNITY-BEAN CREEK SECTION OF THE JOHN DAY HIGHWAY

### IN BAKER AND MALHEUR COUNTIES

Salem, Oregon, October 4, 1946

(Project re-opened to include surfacing. Based on contract prices.)

| | | | |
|---|---|---|---|
| 12,200 cu. yds. | Base course surfacing | $1.68 | $20,496.00 |
| 12,200 cu. yds. | Top Course Surfacing | 1.68 | 20,496.00 |
| 8,350 cu. yds. | Filler | .23 | 1,920.50 |
| 12,975 cu. yds. | Filler Haul | .20 | 2,595.00 |
| | Sub-total | | $45,479.50 |
| | 10% Engr. & Cont. | | 4,547.95 |
| | Total | | $50,027.45 |

Length of Project - 12.332 miles

Cost per mile, betterment - $4,056.72

---

### SUMMARY OF COMPLETED AND NEW WORK

| | | | | |
|---|---|---|---|---|
| Original work | Actual cost | $163,939.32 | Federal Aid | $101,457.88 |
| New work | Estimated cost | 50,027.45 | " " | 2,000.00 |
| TOTAL | | $213,966.77 | | $103,457.88 |

...ON F. A. PROJECT NO. 116-A

Statement of completed work as shown on final voucher to accompany detail estimate dated October 4, 1926.

| | |
|---|---|
| Construction cost roadway items | $149,944.57 |
| Construction cost bridge of over 20' clear span | 7,189.35 |
| Engineering & contingencies | 6,805.40 |
| Total actual cost | $163,939.32 |

- - - -

Engineering & contingencies on which F.A. is paid $ 6,482.46

| | Bridge | Roadway |
|---|---|---|
| Engineering | $ 158.93* | $5,277.49 |
| Contingencies | 560.00 | 486.04 |
| Totals | $ 718.93 | $5,763.53 |

F.A.Paid on roadway items 62.25% x($149,312.75# / $5,763.53) = $ 96,534.98
F.A.paid on bridge items 62.25% x($ 7,189.35 / 718.93) = 4,922.90

Total F.A. paid $101,457.88

F.A. paid per mile (exclusive of bridges of over 20' clear span) $ 96,534.98 / 12.332 = $ 7,828.00

Unused allowance per mile $ 18,675.00 - $ 7,828.00 = $10,847.00

*Arbitrary amount so that total does not exceed 10% of construction items.

#Construction cost roadway items on which F.A. is paid.

October 4, 1926.

pl 116-A
Reopening

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement covering the reopening of the Walla-Dean Creek Section, Oregon Project 116-A.

It will be noted that at this time we are only requesting $2,000 as federal aid. It is our intention, however, to request full permissible federal cooperation when further federal funds become available.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer.

Dict by J. W. DeYoung/AP

Encls.

Oregon State Highway Department — Project 116-A Baker

## UNITY-BEAM CREEK SECTION OF THE JOHN DAY HIGHWAY

## IN BAKER AND MALHEUR COUNTIES

Salem, Oregon, October 4, 1926.

(Project re-opened to include surfacing. Based on contract prices.)

| | | | |
|---|---|---|---|
| 12,200 cu.yds | Base Course Surfacing | $1.65 | $20,426.00 |
| 12,200 cu.yds | Top Course Surfacing | 1.65 | 20,426.00 |
| 8,550 cu.yds | Filler | .25 | 1,920.50 |
| 12,825 cu.yds | Filler Seal | .20 | 2,567.00 |
| | | Sub-total | $45,479.50 |
| | | 10% Engr. & Cont. | 4,547.95 |
| | | | $50,027.45 |

Length of Project 12.252 miles

| | | |
|---|---|---|
| Cost per mile, | Grading | $ ~~12,720.05~~ 12,665.47 |
| " " " | Br. over 20' span | ~~392.96~~ 628.39 |
| " " " | Surfacing | 4,086.72 |
| | Total cost per mile | $ 17,360.53 |

Summary of Completed Work Performed on Project 116-A as shown by final voucher

| | | |
|---|---|---|
| Total of Grading Items | $ 148,844.57 | 149,384.57 |
| " " Br. over 20' Span | 7,189.35 | 7,749.35 |
| Engr. & Cont. | 6,905.40 | |
| Total cost as shown by final voucher | $ 163,939.32 | |
| Federal Aid Received | $ 101,457.88 | |

Summary of Completed and New Work

| | | | |
|---|---|---|---|
| Original work, actual cost | $ 163,939.32 | Federal Aid | $101,457.88 |
| New Work, estimated cost | 50,027.45 | " " | 2,000.00 |
| | $ 213,966.77 | | $103,457.88 |

October 1, 1926.

FR 116-A
Enc[illegible]

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of analysis of estimated prices for surfacing on the [illegible] Creek Section, Project 116-A Enc[illegible].

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP
Encl.

Oregon State Highway Department — Project No. 116-A Reopened

UNITY BEAM CREEK SECTION OF THE JOHN DAY HIGHWAY

IN BAKER AND MALHEUR COUNTIES

Salem, Oregon, September 20, 1926.

ANALYSIS OF ESTIMATED SURFACING PRICE

| | |
|---|---|
| Quarrying and Crushing . . . . . | $ .85 |
| Hauling (8.62 mi. @ 15¢) . . . . . | .47 |
| Fluxing & Finishing . . . . . | .15 |
| Superintendence & Overhead . . . . . | .10 |
| Sub-total | $ 1.57 |
| 15% Profit | .23 |
| Est. Bid Price | $ 1.80 |

10¢ differential between base and top materials.

PR 116 A

FORM 3-C—A-2013—1M—8-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MA[illegible]ONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

September 27, 1926

SEP 28 1926
OREG
HIGHW

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. Probert:

Dear Sir:

Herewith please find two copies of Detailed Analysis of the estimated cost of surfacing the Unity-Ironside Section of the John Day Highway. This is to be used to secure Federal cooperation, and is being furnished as per the request of the Bureau of Public Roads.

Very truly yours,

H. G. SMITH
Division Engineer

By: Oscar Leuthy
Office Engineer

OC:OG
Encls.

**Unity-Ironside, Surfacing**

**John Day Highway**

**Malheur and Baker Counties**

**19.2 miles Surfacing**

**Detailed Analysis of Costs:** **(By H. G. Smith, Division Engineer)**

**42,000 cubic yards, total estimated output.**

**Based on production of 200 cubic yards per eight hour shift equals 210 shifts. Plus 10% lost time, 45 days for set-ups, and 90 days elapse during winter, equals 366 elapsed days.**

**Plant to start November first, 1926.**

---

| | | | |
|---|---|---|---|
| Item 1. | Overhead Charges: | | |
| | (a)-- General Overhead: | | |
| | Bidding expense | 300.00 | |
| | General office expense | 700.00 | |
| | Bond | 1600.00 | |
| | Interest on operating money | 400.00 | |
| | Industrial insurance | 1000.00 | |
| | Traveling expense | 500.00 | 4500.00 |
| | (b)-- Local Overhead: | | |
| | Salary of superintendent | 3000.00 | |
| | Salary of timekeeper | 2000.00 | |
| | Labor and material for camp | 1000.00 | 6000.00 |
| Item 2. | Preliminary Expenses: | | |
| | Plant erection-- labor-- 3 set-ups | 2250.00 | |
| | Plant erection-- materials | 1500.00 | |
| | Freight and hauling | 3000.00 | |
| | Moving and dismantling | 1500.00 | 8250.00 |
| Item 3. | Labor-- Drilling and Loading | 5000.00 | |
| | Powder | 4000.00 | 9000.00 |
| Item 4. | Crushing: | | |
| | Labor | 8000.00 | |
| | Fuel and supplies | 4500.00 | |
| | Repairs and rentals | 8000.00 | 20500.00 |
| Item 5. | Hauling; | | |
| | 110,000 cu. yd. miles at 18¢ | 19800.00 | 19800.00 |
| Item 6. | Spreading, Processing and Maintenance: | | |
| | Labor | 4000.00 | |
| | Rentals | 4000.00 | |
| | Fuel and supplies | 1500.00 | |
| | Repairs and renewals | 1000.00 | |
| | Teams | 1700.00 | 12200.00 |
| Item 7. | Trimming Shoulders: and Cleaning Ditches: | | |
| | 19.2 miles at $50.00 | 960.00 | 960.00 |

## Summary

| | | |
|---|---|---|
| Item No. 1-- | a-- General overhead | 4500.00 |
| Item No. 1-- | b-- Local Overhead | 6000.00 |
| Item No. 2-- | Preliminary expenses | 8250.00 |
| Item No. 3-- | Drilling and Quarrying | 9000.00 |
| Item No. 4-- | Crushing | 22500.00 |
| Item No. 5-- | Hauling | 19800.00 |
| Item No. 6-- | Spreading, Processing and maintenance | 12200.00 |
| Item No. 7-- | Trimming Shoulders and Cleaning Ditches | 960.00 |
| | Total ---------- | $ 81210.00 |
| | Plus 15% -------- | 12181.50 |
| | Grand Total ----- | $ 93391.50 |

Unity-Ironside, Surfacing

John Day Highway

Malheur and Baker Counties

19.2 miles Surfacing

Detailed Analysis of Costs: (By H. G. Smith, Division Engineer)

42,000 cubic yards, total estimated output.

Based on production of 200 cubic yards per eight hour shift equals 210 shifts. Plus 10% lost time, 45 days for set-ups, and 90 days elapse during winter, equals 366 elapsed days.

Plant to start November first, 1926.

| | | | |
|---|---|---|---|
| Item 1. | Overhead Charges: | | |
| | (a)-- General Overhead: | | |
| | Bidding expense | 300.00 | |
| | General office expense | 700.00 | |
| | Bond | 1600.00 | |
| | Interest on operating money | 400.00 | |
| | Industrial insurance | 1000.00 | |
| | Traveling expense | 500.00 | 4500.00 |
| | (b)-- Local Overhead: | | |
| | Salary of superintendent | 3000.00 | |
| | Salary of timekeeper | 2000.00 | |
| | Labor and material for camp | 1000.00 | 6000.00 |
| Item 2. | Preliminary Expenses: | | |
| | Plant erection-- labor-- 3 set-ups | 2250.00 | |
| | Plant erection-- materials | 1500.00 | |
| | Freight and hauling | 3000.00 | |
| | Moving and dismantling | 1500.00 | 8250.00 |
| Item 3. | Labor-- Drilling and Loading | 5000.00 | |
| | Powder | 4000.00 | 9000.00 |
| Item 4. | Crushing: | | |
| | Labor | 8000.00 | |
| | Fuel and supplies | 4500.00 | |
| | Repairs and rentals | 8000.00 | 21000.00 |
| Item 5. | Hauling: | | |
| | 110,000 cu. yd. miles at 18¢ | 19800.00 | 19800.00 |
| Item 6. | Spreading, Processing and Maintenance: | | |
| | Labor | 4000.00 | |
| | Rentals | 4000.00 | |
| | Fuel and supplies | 1500.00 | |
| | Repairs and renewals | 1000.00 | |
| | Teams | 1700.00 | 12200.00 |
| Item 7. | Trimming Shoulders: and Cleaning Ditches: | | |
| | 19.2 miles at $50.00 | 960.00 | 960.00 |

## Summary

| | | |
|---|---|---|
| Item No. 1-- | a-- General overhead | 4500.00 |
| Item No. 1-- | b-- Local Overhead | 6000.00 |
| Item No. 2-- | Preliminary expenses | 8250.00 |
| Item No. 3-- | Drilling and Quarrying | 9000.00 |
| Item No. 4-- | Crushing | 20500.00 |
| Item No. 5-- | Hauling | 19800.00 |
| Item No. 6-- | Spreading, Processing and maintenance | 12200.00 |
| Item No. 7-- | Trimming Shoulders and Cleaning Ditches | 960.00 |
| | Total ---------- | $ 81210.00 |
| | Plus 15% -------- | 12181.50 |
| | Grand Total ----- | $ 93391.50 |

September 30, 1926.

FH 116-A
Recpmd

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of special provisions and six copies of estimate covering the surfacing of the Unity-Keen Creek Section, Oregon Project 116-A.

The analysis of the estimated surfacingprice is being sent in from the field, and will be forwarded to you as soon as received.

Bids on this project are to be received on the 28th of the present month.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP
Encl.

Oregon State Highway Commission

Project No. 116-A
Re-opened

## UNITY-BEAM CREEK SECTION OF THE JOHN DAY HIGHWAY

## IN BAKER AND MALHEUR COUNTIES

(Project re-opened to include surfacing. Not as basis for Project Agreement.)

Salem, Oregon, September 20, 1926.

| | | | | |
|---|---|---|---|---|
| 12,200 | cu.yds | Base Course Surfacing | $1.75 | $21,350.00 |
| 12,200 | cu.yds | Top Course Surfacing | 1.85 | 22,570.00 |
| 2,350 | cu.yds | Filler | .30 | 2,505.00 |
| 12,835 | yd.mi. | Filler Haul | .20 | 2,567.00 |
| | | | Sub-total | $ 48,992.00 |
| | | | 10% Engr. & Cont. | 4,899.20 |
| | | | Total | $ 53,891.20 |

Length of Project 12.382 Miles

| | | |
|---|---|---|
| Cost per Mile, Grading | | $12,710.63 |
| " " " | Br. over 20' Span | 582.98 |
| " " " | Surfacing | 4,370.08 |
| Total Cost per Mile | | $17,663.84 |

### Summary of Completed Work performed on Oregon Federal Aid Project 116-A, as shown by Final Voucher

| | |
|---|---|
| Total of Grading Items | $ 149,944.87 |
| " " Br. over 20' Span | 7,189.35 |
| Engr. & Contr. | 6,805.40 |
| Total Cost as shown by final voucher | $163,939.32 |
| Federal Aid Received | $101,457.88 |

### Summary of Completed and New Work

| | | | |
|---|---|---|---|
| Original Work, Actual Cost | $ 163,939.32 | Federal Aid | $101,457.88 |
| New Work, Estimated Cost | 53,891.20 | " " | 2,000.00 |
| | $ 217,830.52 | | $103,457.88 |

Sec. 17E Laws 1917, Chap. 51, Laws 1919

FORM S-C---A-2012---1M---8-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 116 R

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

September 7, 1926

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. Probert:

Dear Sir:

Herewith please find special provisions and estimate of cost to be used in the comparison of bids, and a sketch map of the Unity-Ironside Surfacing on the John Day Highway in Baker and Malheur Counties.

A typical surfacing section has not been prepared as it is not clear in my mind whether the practice of trenching macadam has been generally adopted. Either the typical section used on the Ironside-Cow Valley Section contract, # 883, or that recently adopted by the market road circular letter # 27R, might be used to advantage on this project. It would seem that either of these sections would be more adaptable to this project than the full trench section which we tentatively adopted for use with the roads about to be oiled. The graded width of this road is at least 24 feet. Consequently it would seem that a width of surfacing of at least 18 feet should be used if the macadam were to be fully trenched, whereas a 14 ft. feathered edged section or a bare trenched, would seem ample for the present time.

However, it is not apparent that the highway or subgrade differs in any respect from that usually found; and which ever method of laying macadam that has been finally adopted for general practice, can be used on this project.

Very truly yours,

H. G. Smith

Division Engineer

WAS:GG
Encls.

9/1/26

Unity-Ironside, Surfacing

John Day Highway

Malheur and Baker Counties

19.2 miles Surfacing

Estimate of cost by H. C. Smith, Division Engineer.

| | | | |
|---|---|---|---|
| Base Course Surfacing | 19,000 cu. yds | 1.75 | $ 33,250.00 |
| Top Course Surfacing | 19,000 " " | 1.85 | 35,150.00 |
| Maintenance Material | 4,000 " " | 1.25 | 5,000.00 |
| Filler | 13,000. " " | .30 | 3,900.00 |
| Filler Haul | 20,000 " " | .20 | 4,000.00 |
| | | | $ 81,300.00 |
| Plus 10% for engineering and contingencies--- | | | 8,130.00 |
| | | | $ 89,430.00 |

Based on 15% profit to contractor.

June 1, 1926

FH 116-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

In reply to your letter of the 25th ult., relative to under-run on "Lumber and Timber for Flume" and over-run on "Class B Concrete" and "Lumber and Timber for Bridges" on the Unity-Bean Creek Section, Oregon Project No. 116-A, we are enclosing herewith copy of a letter received today from Mr. H. C. Smith. We believe that this letter will be found self-explanatory.

On account of the fact that the structure at Station 269+45 has developed to be a cattle pass, it apparently will be necessary to make the following deductions from the quantities as shown on the final voucher recently submitted to you.

| | | |
|---|---|---|
| 2 cubic yards Intermediate Excavation | @ $ .55 | $ 1.10 |
| 9,026 M-FBM Lumber and Timber | @ $70.00 | 631.82 |
| | | $ 632.92 |

The total cooperation on this amount at 62.25% would be $393.99, and the reduction of the voucher by this amount will leave a balance payable of $13,890.94 instead of the $14,284.83 shown on the voucher.

We trust that the final voucher can be passed for payment in its present form, merely by making the necessary deduction.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encl.

...ER, CHAIRMAN
...ER, PORTLAND
...ONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

May 29, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

Replying to your letter from the Bureau of Public Roads requesting information as to details in connection with the lumber and timber used on the Unity-Beam Creek Section of the John Day Highway.

The under-run on the lumber and timber for flumes was occasioned by the fact that it was unnecessary to construct a flume on the highway trestle bents. Practically the only lumber necessary for the flume was that used for the collars that go around the flume itself. The fill at that place was sufficiently wide so that the flume could be laid along the slope and without the necessity of high bents.

The over-run on the lumber and timber for the remainder of the contract was occassioned by the construction of the following structures:

| | | |
|---|---|---|
| Station 269+45 | Cattle Pass - - - | 9.026 M FBM |
| 644+90 | Timber trestle - - | 7.823 " |
| 650.89 | Timber trestle - - | 8.607 " |
| | Total | 25.456 |

The Cattle Pass is a right-of-way consideration and has been paid for by the County.

The trestles at station 644+90 and 650+89 were occasioned by the necessity of crossing the canal leading from the Eldorado Ditch owned by the Eastern Oregon Land Company.

CHAIRMAN
PORTLAND
CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

In diverting the water from Burnt River through the Eldorado Ditch to Willow Creek the Eastern Oregon Land Company had encroached upon the water rights of Mr. Seton and interferred with his storage dam. Consecuently they had constructed a bi-pass canal around the storage dam. Mr. Seton's reservoir had never been very successful so when the location was made it was anticipated that the Highway would be able to effect a reconciliation between the Eastern Oregon Land Company and Mr. Seton and secure the abandonment of this bi-pass canal.

Upon the starting of the constructions it was found impractical, owing to the ill feelings existing between the various parties, to secure the abandonment of this ditch and consequently it was necessary to cross and recross it at the above mentioned bridges.

Both Mr. Seton and the Eastern Oregon Land Company have withdrawals from the Department of Interior protecting their rights at these sites so it is necessary for the Highway Department to comply with their wishes.

Yours very truly,

H G Smith

Division Engineer.

HGS:B

May 26, 1926.

Mr. E. O. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

We are today in receipt of a letter from the Bureau of Public Roads relative to the final federal aid voucher which we submitted to them on the Unity-Bear Creek Section, Federal Aid Project No. 116- A. A copy of this letter is enclosed herewith.

Will you kindly advise us regarding the questions which they have brought up in order that we may make appropriate answer to them.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1,

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

May 25, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In checking the final voucher for Oregon 116-A, Unity-Beam Creek Section, we find a large under-run for the item "Lumber and Timber for Flume", entirely out of proportion to the under-run for "Metal Flume". If you will kindly obtain from your Division Engineer an explanation as to how this was constructed, it will probably not be necessary for us to go on the ground for the necessary data.

There is also a large over-run in Class "B" concrete and lumber and timber for bridges under 20-ft. span. We will be required to make an explanation of these unusually large over-runs and under-runs when submitting the final voucher, which we must hold until the necessary data can be obtained from the field.

Very truly yours,

C. H. PURCELL, District Engineer,

By A. J. Morris
Acting.

#780-10E
Cog. 116a

February 15, 1926.

United States Fidelity & Guaranty Company,
O. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 780 for the construction of the Unity-Bear Creek Section of the John Day Highway in Baker and Malheur Counties has been completed by the contractor, K. L. Coulter, and that final settlement will be made by the State with said contractor for work done under said contract on or after February 25th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

July 7, 1925

FH 116-A

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing five copies of estimate which should be substituted for the estimate now in force under the project agreement for the Unity-Bean Creek Section, Oregon Federal Aid Project No. 116-A.

No changes have been made in the funds involved on the project, and the estimate has been revised only to segregate the bridges of over 20-feet span. As it will not be necessary to return an approved copy to us, we are sending only five copies instead of the customary six.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encl.

Oregon State Highway Department — Project 118 A

## UNITY-BEAN CREEK SECTION OF THE JOHN DAY HIGHWAY

## IN BAKER AND MALHEUR COUNTIES

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, July 8, 1925.

| | | | | |
|---|---|---|---|---|
| All Required | Clearing and Grubbing | | | $ 1,000.00 |
| 60,700 cu.yds | Common Excavation | | .35 | 21,245.00 |
| 55,200 cu.yds | Intermediate Excavation | | .55 | 30,360.00 |
| 49,200 cu.yds | Solid Rock Excavation | | 1.20 | 59,040.00 |
| 62,000 cu.yds | Excavation, Single Classif. | | .50 | 31,000.00 |
| 145,000 yd.sta | Overhaul | | .05 | 7,250.00 |
| 40 cu.yds | Class "A" Concrete | | 40.00 | 1,600.00 |
| 12 cu.yds | Class "B" " (Sta.462 & 478) | | 35.00 | 420.00 |
| 270 cu.yds | Dry Rubble | | 5.00 | 1,350.00 |
| 500 cu.yds | Rip Rap | | 3.00 | 1,650.00 |
| 15 M-FBM | Lumber & Timber | | 70.00 | 1,050.00 |
| 5 " | Lumber & Timber for Flume | | 70.00 | 350.00 |
| 726 lin.ft | 27" Metal Flume | | 2.50 | 1,812.50 |
| 420 lin.ft. | 12" Concrete Pipe | | 1.50 | 630.00 |
| 1,855 lin.ft | 18" " " | | 2.45 | 4,538.75 |
| 565 lin.ft. | 24" " " | | 2.75 | 1,116.75 |
| 255 lin.ft. | 12" Concrete Siphon Pipe | | 1.70 | 255.00 |
| 175 lin.ft | 18" " " " | | 2.85 | 498.75 |
| 50 lin.ft. | 24" " " " | | 4.00 | 200.00 |
| **Bridges Over 20' (Stas. 120, 220, 353 & 506)** | | | | |
| 46 cu.yds | Class "B" Concrete | | 35.00 | 1,610.00 |
| 72 M-FBM | Lumber & Timber | | 70.00 | 5,040.00 |
| | | Sub-total | | $ 173,881.25 |
| | | 10% Engr. & Cont. | | 17,288.12 |
| | | Total | | $ 190,180.37 |

Length of Project 12.552. Miles

Cost per mile $ 15,421.69

State Funds Available $ 76,072.15

Federal Aid Requested 114,108.22

$ 190,180.37

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

May 27, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #116-A, Unity-Beam Creek section of the John Day Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

We also enclose one copy of the estimate which was used as the basis of the project agreement.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Form P. R. 2

State Oregon

Project No. 116, Section A.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Division engineer.

Form P. R. 1

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of April, 1925

by and between the State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 14th day of January, 1925, a project statement, which was approved by the Secretary on the 7th day of March, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 20th day of March 1925, and approved by the Secretary on the 19th day of May, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred fourteen thousand, one hundred eight and 22/100

Section A of

dollars ($ 114,108.22) as the share of the United States payable under said act on account of said project, which does not exceed 60 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ...from sale of bonds authorized by Legislature under... (Include amount, date, and citation of act of legislature by which authorized.)
Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at Unity in Sec. 16, T.13 S., R.37 E., in Baker County and survey station 650+75 on Beam Creek in Sec. 28, T.14 S., R. 38 E., in Malheur County, .....terminal points, a distance of 12.33 miles, known locally as the Unity-Beam Creek Section of the John Day Highway between Dayville and Ontario in Baker and Malheur Counties, being Section A of Oregon Federal Aid Project No. 116 as approved by the Secretary of Agriculture on March 7, 1925.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

**(c) The Highway Department hereby agrees that, upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.**

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of **one hundred fourteen thousand, one hundred eight and 22/100**

dollars, certified to the Secretary of the Treasury as above mentioned, being **60**

per cent of **one hundred ninety thousand, one hundred eighty and 37/100**

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 23, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 19th day of May, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. W. Shirley
Chairman, State Highway Commission
(Title of officer.)

By I. H. Blandrum
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Malane
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

P. H. Dunlap
ACTING Secretary of Agriculture.

(MS)

EXECUTE AGREEMENTS SEE FOR AUTHORITY OF HIGHWAY DEPARTMENT TO PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at Unity in Sec. 16, T. 13 S., R.37 E., in Baker County and survey station 650+75 on Beam Creek in Sec. 28, T.14 S., R. 38 E., in Malheur County,

locally known as the Unity-Beam Creek Section of the John Day Highway between Dayville and Ontario in Baker and Malheur Counties, being Section A of Oregon Federal Aid Project No. 116 as approved by the Secretary of Agriculture on March 7, 1925, and designated in the records of this Department as Project No. Section A of 116, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ Section A of 190,180.37 as the total estimated cost of said project, and the sum of $ Section A of 114,108.22 as the share of the United States, payable under said acts on account of such project, which does not exceed 60 per cent of said total estimated cost.

Done at the city of Washington, this 19th day of May one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Dunlap

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—1920

(41)

Mr. Roy A. Klein

La Grande, Oregon.
April 28, 1925.

H. L. Coulter,
Port Angeles,
Washington.

NOTED

APR 30 1925

STATE

Dear Sir:

I note on the weekly report of Mr. H. O. Smith, resident engineer, at Ontario, that you have only seven men and six teams placed on the grading at the Unity Swan Creek Section of the John Day Highway in Baker and Malheur counties. This is to advise that this is rather slow progress considering the magnitude of the work and the time involved. We have another job of the same size, only involving about 60% of the work, and three weeks from the awarding of the contract the contractor had on 75 men and 45 teams. At the present date he has completed a substantial portion of his work.

I was further advised by Mr. H. O. Smith that in a conversation with you it developed that you didn't intend putting on a steam shovel until about six weeks from date. Please be advised that unless you evidence more interest in the organization of this work there is very little likelyhood you will complete within your time limit, which is December 31, 1925. Failure to complete at that time will run construction into the winter season, which with reason can be expected in this region. I wish furthermore to advise you that you will be held responsible for all engineering expenses subsequent to the expiration of your time limit.

I trust on receipt of this communication you will so fit to go into this matter and give it your earnest consideration, to the end that this work be expidited. We suggest that you make every effort to place your steam shovel on the job as soon as possible. We would appreciate a statement from you in regard to your plans in this matter.

Yours very truly,

R. H. Baldock

RHB:EK

Division Engineer.

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

RQ-116 2
NOTED
State Highway Engineer

# FIELD ENGINEER'S WEEKLY REPORT

Date April 18, 1925

Job Name Unity Beam Creek

Week from April 12 to April 18

Mail Address Unity Ore.

Highway John Day Highway

Telegraph or Telephone Address Unity Oregon.

County Baker-Malheur Job Prefix I.P.E.

Express and Freight Address Unity Ore.

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Reamn line from Sta 43 to Sta 311+50. Level from sta 158 to 312+50. X section + set pipe stakes from Sta 158 to 182+50. From sta 228 to 317+50
Hardman - Sub-Contractor started grubbing sta 158 to 182+50 Friday. Intends to start grading Monday.
Weather has been cold with rain + snow most of week.

(See back of this sheet for instructions and detailed information.)

Signed H. G. Ingels.

Title Transitman

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*
..... *teams,* .....*steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at station to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

PROJECT No. 116-A

(Estimate as basis for project agreements dated

FH 116 A

April 8, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Unity-Bean Creek Section, Oregon Project No. 116-A.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. V. DeCourcil
Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT No. 116-A

**Unity-Bean Creek Section of the John Day Highway**
**in Baker and Malheur Counties**
**(Estimate as basis for project agreement. Based on contract prices.)**

Salem, Oregon, April 1, 1935

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and grubbing | | 1,000.00 |
| 60,700 | Cu.yds. | Common Excavation | .35 | 21,245.00 |
| 55,200 | Cu.yds. | Intermediate Excavation | .55 | 30,360.00 |
| 49,200 | Cu.yds. | Solid Rock Excavation | 1.20 | 59,040.00 |
| 62,000 | Cu.yds. | Excavation, Single Classification | .50 | 31,000.00 |
| 145,000 | Stn. yds. | Overhaul | .05 | 7,250.00 |
| 40 | Cu.yds. | Class A Concrete | 40.00 | 1,600.00 |
| 60 | Cu.yds. | Class B Concrete | 35.00 | 2,100.00 |
| 270 | Cu.yds. | Dry Rubble Masonry | 5.00 | 1,350.00 |
| 550 | Cu.yds. | Rip Rap | 3.00 | 1,650.00 |
| 87 | M-FBM | Lumber and Timber | 70.00 | 6,090.00 |
| 5 | M-FBM | Lumber and Timber for Flume | 70.00 | 350.00 |
| 725 | Lin.Ft. | [illegible]" Metal Flume | 2.50 | 1,812.50 |
| 420 | Lin.Ft. | 18" Concrete Pipe | 1.50 | 630.00 |
| 1,635 | Lin.Ft. | 18" Concrete Pipe | 2.65 | 4,332.75 |
| 865 | Lin.Ft. | 24" Concrete Pipe | 3.75 | 3,118.75 |
| 155 | Lin.Ft. | 12" Concrete Siphon Pipe | 1.70 | 265.50 |
| 175 | Lin.Ft. | 18" Concrete Siphon Pipe | 2.85 | 498.75 |
| 80 | Lin.Ft. | 24" Concrete Siphon Pipe | 4.00 | 320.00 |
| | | Sub-Total | | 172,891.25 |
| | | 10% Engr. & Cont. | | 17,289.12 |
| Length of Project 12.332 miles | | Total | | 190,180.37 |
| Cost per mile $15,421.69 | | | | |
| | State Funds available | | 76,072.15 | |
| | Federal Aid Requested | | 114,108.22 (60%) | |
| | | | 190,180.37 | |

FH 1144

March 30, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

In accordance with the telephone request of Mr. Morris, we are enclosing herewith four blue prints showing design for semi-circular flume on the Unity-Beam Creek, Oregon Project No. 116 A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. N. Probert
Office Engineer

Dict. by J. W. DeCoursey:L
Enc.

cc

FORM 3 23788 10M-3-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

116-A

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
March 21, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Unity-Beam Creek:
Re: Estimate of Cost.

Attention Mr. Probert.

Dear Sir:

Herewith my estimate of cost for grading the Unity - Beam Creek section of the John Day Highway in Baker and Malheur counties.

I have no change to make in the estimate for widening the Emigrant Hill section of the Old Oregon Trail in Umatilla county.

Very truly yours,

Division Engineer.

RHB V

Incl.

3/20/25

Baker and Malheur Counties.
John Day Highway.
Unity - Beam Creek Section.
12.36 Miles Grading.

MAR 23 1925

Estimate of Cost by R. H. Baldock:

| Item No. | Item. | | Unit Price. | Amount. |
|---|---|---|---|---|
| 1 | Clearing and grubbing (80' R of W) | All required | --- | 2,000.00 |
| 2 | Common excavation | 60,700 cu yds | .33 | 20,031.00 |
| 3 | Intermediate excavation | 55,200 " " | .58 | 32,016.00 |
| 4 | Solid rock excavation | 49,200." " | 1.15 | 56,580.00 |
| 5 | Excavation, single classification | 62,000 " " | .70 | 43,400.00 |
| 6 | Overhaul-- station | 145,000 " " | .05 | 7,250.00 |
| 7 | Class "A" concrete | 40 " " | 35.00 | 1,400.00 |
| 8 | Class "B" concrete | 60 " " | 30.00 | 1,800.00 |
| 9 | Dry Rubble | 270 " " | 6.00 | 1,620.00 |
| 10 | Rip rap | 550 " " | 3.00 | 1,650.00 |
| 11 | Lumber and timber (Roadway trestles) | 87 M-FBM | 70.00 | 6,090.00 |
| 12 | Lumber and timber for flume trestle | 5 M-FBM | 80.00 | 400.00 |
| 13 | 27" galvanized metal flume | 725 lin ft | 2.00 | 1,450.00 |
| 14 | 12" concrete culvert pipe | 420 lin ft | 1.50 | 630.00 |
| 15 | 18" " " " | 1,635 " " | 2.60 | 4,251.00 |
| 16 | 24" " " " | 565 " " | 3.70 | 2,090.50 |
| 17 | 12" " siphon " | 155 " " | 1.80 | 279.00 |
| 18 | 18" " " " | 175 " " | 2.95 | 516.25 |
| 19 | 24" " " " | 50 " " | 3.90 | 195.00 |
| 20 | 12" corrugated iron culvert pipe | 420 " " | 1.50 | 630.00 |
| 21 | 18" " " " " | 1,635 " " | 2.55 | 4,169.25 |
| 22 | 24" " " " " | 565 " " | 3.25 | 1,836.25 |
| 23 | 12" " " siphon " | 155 " " | 2.00 | 310.00 |
| 24 | 18" " " " " | 175 " " | 2.90 | 507.50 |
| 25 | 24" " " " " | 50 " " | 3.70 | 185.00 |

For comparison of Bids:

| | Concrete Pipe. | Iron Pipe. |
|---|---|---|
| | $183,648.75 | $183,325.00 |
| Eng'r & contingencies - - - - | 18,364.87 | 18,332.50 |
| | $202,013.62 | $201,657.50 |

(Based on 15% Profit.)

PR 1164

March 18, 1926

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on the Unity Beam Creek Section, Oregon Project No. 1164.

A new summary sheet for the plans is now being prepared and four plus print copies will be sent to you within the course of the next day or two, without further letter.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
J. H. Probert
Office Engineer

Dict. by J.W.DeBoum:L

Enc.

cc

March 15, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of special provisions for grading Unity-Beam Creek Section, Oregon Federal Aid Project No. 116 A.

Federal Aid plans and cross-sections for this project already have been sent you and estimates of cost will be sent you within the next few days.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeYoung:L

Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT

PROJECT No.114-A

Unity-Bean Creek Section of the John Day
Highway in Baker and Malheur Counties
(Estimate with plans. Not as basis for project agreement)

SALEM, Oregon, March 18, 1925

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 2,500.00 |
| 60,700 | Cu.yds. | Common Excavation | .30 | 18,210.00 |
| 55,200 | Cu.yds. | Intermediate Excavation | .60 | 33,120.00 |
| 49,200 | Cu.yds. | Solid Rock Excavation | 1.15 | 56,580.00 |
| 62,000 | Cu.yds. | Excavation, Single Classification | .75 | 46,500.00 |
| 145,000 | Sta.yds. | Overhaul | .05 | 7,250.00 |
| 40 | Cu.yds. | Class "A" Concrete | 30.00 | 1,200.00 |
| 61 | Cu.yd. | Class "B" Concrete | 28.00 | 1,708.00 |
| 270 | Cu.yds. | Dry Rubble Masonry | 6.00 | 1,620.00 |
| 550 | Cu.yds. | Rip Rap | 2.75 | 1,512.50 |
| 87 | M-FBM | Lumber & Timber | 70.00 | 6,090.00 |
| 5 | M-FBM | Lumber & Timber for Flume | 80.00 | 400.00 |
| 725 | Lin.Ft. | 27" Galv. Metal Flume | 4.00 | 2,900.00 |
| 420 | Lin.Ft. | 12" Culvert Pipe | 2.00 | 840.00 |
| 1,635 | Lin.Ft. | 18" Culvert Pipe | 3.25 | 5,313.75 |
| 565 | Lin.Ft. | 24" Culvert Pipe | 4.50 | 2,542.50 |
| 155 | Lin.Ft. | 12" Siphon Pipe | 2.25 | 348.75 |
| 175 | Lin.Ft. | 18" Siphon Pipe | 3.75 | 656.25 |
| 50 | Lin.Ft. | 24" Siphon Pipe | 5.00 | 250.00 |
| | | Sub-total | | 189,541.75 |
| | | 10% Engr. & Cont. | | 18,954.17 |
| | | | | 208,495.92 |

Length of Project 12.535 miles

Cost per mile $16,905.53

99-16 a.

March 16, 1925.

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

This letter is written as a reminder that the right of way should be secured on the Unity-Beam Creek Section of the John Day Highway in Baker and Malheur Counties. It may be that you have already taken this up, but owing to previous difficulties in securing right of way in both of these counties, it is suggested that the matter be followed up so that our contractors will not be delayed.

Very truly yours,

State Highway Engineer.

RAF:HI

PR# 1161

Mr. E. H. Baldock,
Division Engineer,
La Grande, Oregon.

March 18, 1925

Dear Sir:

We refer to yours of the eleventh in regard to trestles on the Unity-Beam Creek Section.

It is quite possible that field conditions on this particular project are such as make desirable, a deviation from what we believe to best general practice. However, we believe that you would do well to consider further the relative merits of the bulkhead type of construction and the extra length type of construction, before you definitely order the bulkhead type.

The Bridge Department checks us in our belief that timber bulkheads more than three feet in height are decidedly objectional, and that bulkheads more than six or seven feet in height result in very little, if any, economy either in first construction or in maintenance. The use of bulkheads more than three feet in height makes it necessary to deviate from the ordinary type of pedestal construction in order to provide a suitable reaction against the earth pressure, and it is usually difficult to arrange a proper support for the parts of the bulkheads which stick out beyond the trestle bents. Both of these features are further complicated when the bulkhead is not carried clear down to the original ground. The replacement of a high bulkhead is quite as difficult and expensive a maintenance proposition as is the replacement of an extra panel of deck.

I can not think of any local ground condition which would materially effect the relative merits of the two types of construction, so if high bulkheads are the proper type of contruction for the Unity-Beam Creek Project, then they are the desirable type everywhere, and we should change from our present practice of allowing the fills to toe-out under the trestles, which practice is followed by the Bridge Department in connection with concrete construction as well as in connection with timber construction.

With further reference to the Unity-Beam Creek Section, we wish to call your attention to the fact that although we did not make a complete check of the plans submitted, a number of errors came to our attention

OREGON STATE HIGHWAY COMMISSION

while gathering the information needed for the preparation of the proposal forms, and from casual inspection. For instance, the concrete quantities for the spring box were omitted from the summary; the design for flume trestle showed concrete footings but no concrete quantities were listed for it or included in the summary; 30 cubic yards of rubble masonry were shown in the plan for the flume but no rubble masonry bid item was included in the summary; we assumed this 30 yards of rubble masonry to have been intended for trestle pedestals although one-third the quantity would be sufficient for the purpose; we substituted 10 cubic yards of concrete for it.

The siphon pipe was included with the culvert pipe quantities in the summary, and no means of getting a bid on siphon pipe was provided for. The common excavation quantities in the mile columns of the summary failed to check their total by 10,000 cubic yards. We checked the overhaul quantities in one mile and found them to be off 12,000 yd. stations.

The plans submitted had the appearance of having been carefully prepared, but what few checks we had occasion to apply indicated that the accuracy as regards detail was just about average.

While talking about plans, I might mention that our locating engineers are not carrying out instructions to make up maps and profiles in units not longer than six or eight miles. Profiles of greater length are bungleseme to refer to, and involve difficulties in blueprinting. Profiles for projects more than eight miles in length should be made up in two sections and profiles more than about fifteen miles long should be made up in three units. At station 120 + 00 I note you have shown

The above features are mentioned for your general information; not as any special criticism of the plans for the Unity-Bear Creek Section, which, on the whole, were very good.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
March 11, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Unity-Beam Creek.

Attention Mr. Probert.

Dear Sir:

On the Unity-Beam Creek section of the John Day Highway in Baker and Malheur counties I note you have changed the spans of the small bridges. I do not check you on this because of the fact that the waterway is not required and the extra maintenance on the bridge decks would be considerable.

For instance, at station 352 + 70 I had 1-23' and 2-19' spans. You show 1-23' and 4-19' spans. My idea was to bulkhead seven feet and then let the fill spill below the bulkhead; as there is plenty of rock here it will not be necessary to rip rap. I looked this over on the ground and feel sure that I am right in the matter.

At station 120 + 00 I note you have shown two spans. In my opinion one span is plenty.

I also note you have cut down the board feet per span. I think I dur difference lays in the fact that I figured on bulkheading up as high as seven feet whereas you figured on spill through the bents.

I would appreciate your giving this matter consideration because I went over this job very carefully on the ground.

Very truly yours,

RHB V

Division Engineer.

FORM 0 23761 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
March 11, 1925.

PL 1162

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Unity-Beam Creek.

Attention Mr. Probert.

Dear Sir:

I am inclosing a new summary and a new estimate of costs for the Unity-Beam Creek section of the John Day Highway in Baker and Malheur counties.

The new summary was gotten up on account of the change in classification between stations 560 and 622. As explained in my phone conversation the classification through this section is rather hard to define, consisting of a mixture of clay, loose gravel, hard pan, cemented gravel and soft sandstone.

I would recommend the special provisions be amended stating that between the stations mentioned that the classification will be single classification, and that bids will be received on this classification.

Very truly yours,

R. R. Bladsdale

Division Engineer.

RHB V

3 - 11 - 26

John Day Highway (10.71 mi. in Malheur Co.
1.65 mi. in Baker Co.)

Unity - Bear Creek Section

12.36 miles grading.

Estimate of Cost by R. H. Baldock:

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All required | ---- | 2,500.00 |
| Excavation Common | 64,693 cu yds | .30 | 19,207.90 |
| Excavation Intermediate | 55,176 " " | .60 | 33,105.60 |
| Excavation Solid Rock | 49,236 " " | 1.15 | 56,621.40 |
| Excavation Single | 62,024 " " | .75 | 46,518.00 |
| Overhaul | 157,289 " " sta. | .05 | 7,864.45 |
| Pipe 12" | 572 lin ft | 2.00 | 1,144.00 |
| Pipe 18" | 1,826 " " | 3.25 | 5,934.50 |
| Pipe 24" | 611 " " | 4.50 | 2,749.50 |
| 27" Dia. Flume | 725 lin ft | 4.00 | 2,900.00 |
| Dry Rubble | 292 Cu yds | 6.00 | 1,752.00 |
| Riprap | 550 " " | 2.75 | 1,512.50 |
| Concrete -- Class "A" | 33.67 " " | 30.00 | 1,010.10 |
| Concrete -- Class "B" | 51 " " | 28.00 | 1,428.00 |
| Lumber and Timber | 91 M-FBM | 70.00 | 6,370.00 |
| | Total ------ | | 189,617.95 |
| | Plus 10% | | 18,961.79 |
| | Grand Total -------- | | 208,579.74 |

(This estimate includes contractor's profit of 15%)

Recommended

FE 116 A

March 3, 1926

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Under separate cover we are today sending you four blue print sets of plans and one original set of cross-sections on the Unity-Bourn Creek Section, Oregon Project No. 116 A.

The summary sheet shows the project to be estimated on a uniform three classification basis throughout the length of the project. Mr. Baldock is now making further field investigation, and in calling for bids to be received on the grading it is probable that we may desire to adopt a different basis of classification on the project. While the matter has not been definitely settled, it is probable that the change will at least be to the extent of dividing the project somewhere near the summit and calling for separate prices on the excavation on the two units. This change is occasioned by the fact that the nature of the materials to be excavated seem to be markedly different on the east and west slopes of the mountain.

A new summary sheet will be sent to you for substitution in the plans covering any change which may be made. We will also send you copies of a new estimate.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W.DeSoman:L

oo

OREGON STATE HIGHWAY COMMISSION

Oregon State Highway Department — Federal Aid Project 116A

Unity-Bean Creek Section of the John Day Highway
In Grant & Baker Counties.
Malheur

(Estimate with plans. Not as basis for Project Agreement)

Salem, Oregon, March 8, 1923.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing & Grubbing | $ | $ 2,500.00 |
| 68,000 | Cu.yds. | Common Excavation | .30 | 20,400.00 |
| 81,200 | Cu.yds. | Intermediate Excavation | .60 | 48,720.00 |
| 76,400 | Cu.yds. | Solid Rock Excavation | 1.15 | 87,860.00 |
| 188,000 | Sta. yds. | Overhaul | .05 | 7,900.00 |
| 800 | Lin.Ft. | 12" Culvert Pipe | 2.00 | 1,160.00 |
| 1,880 | Lin.Ft. | 18" Culvert Pipe | 3.25 | 5,347.00 |
| 820 | Lin.Ft. | 24" Culvert Pipe | 4.50 | 3,770.00 |
| 725 | Lin.Ft. | 27" Metal Flume | 4.00 | 2,900.00 |
| 242 | Cu.yds. | Dry Rubble Masonry | 8.00 | 1,872.00 |
| 36 | Cu.yds | Class "A" Concrete | 30.00 | 1,080.00 |
| 65. | Cu.yds. | Class "B" Concrete | 28.00 | 1,820.00 |
| 550 | Cu.yds. | Rip Rap | 2.75 | 1,512.50 |
| 96 | M-FBM | Lumber & Timber | 70.00 | 6,720.00 |
| | | | | 192,972.00 |
| | | 10% Engr. & Cont. | | 19,297.20 |
| | | Total | | $ 212,269.20 |

Length of Project 12.3[illegible] Miles

Cost per mile $17,211.48

FORM 2 25782 10M-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon.
February 23, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert

Dear Sir:

With reference to your communication of February 20th requesting plans and specifications for the Unity-Beam Creek section of the John Day Highway in Baker and Malheur Counties, please be advised that I sent you on January 21st a sketch map, and estimate of cost; on the 22nd a 100 foot map, tracing of profile and cross sections. I believe this is all the information you require with the exception of the special provisions which I will enclose herewith.

Very truly yours,

R H Baldock

Division Engineer.

RHB M
Encls.

FORM B 83782 10M-3-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

09116 C

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
January 21, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

23 VJ

Attention Mr. Probert.

Dear Sir:

Conforming to your request of January 16th instant I am inclosing herewith sketch map and estimate of cost for the Unity - Beam Creek section of the John Day Highway in Baker and Malheur counties.

The project starts at Unity, station 0 + 00, at the east end of the present graded section, which was completed by the Bureau of Public Roads last year, and extends to Beam Creek, station 651 + 00. There are 10.71 miles in Baker county and 1.65 miles in Malheur county, making the total length of the project 12.36 miles.

Station 565 + 00 marks the boundary between Baker and Malheur counties. This station is at the top of Eldorado Summit, which is the water shed between Burnt River and Willow Creek.

The remaining data for this project will be shipped by express today.

Very truly yours,

R H Baldock

Division Engineer.

RHB V

Incls.

1/21/25

John Day Highway

Unity - Beam Creek Section (10.71 mi. in Malheur Co.) ( 1.65 mi. in Baker Co. )

12.36 miles grading.

Revised later

Estimate of Cost by R. H. Baldock:

| | | | |
|---|---|---|---|
| Clearing and grubbing | All required | --- | 2,500.00 |
| Common excavation | 79,644 cu yds | .30 | 23,893.20 |
| Intermediate excavation | 81,682 " " | .60 | 49,009.20 |
| Solid rock excavation | 76,374 " " | 1.15 | 87,830.10 |
| Overhaul | 157,289 " " sta. | .05 | 7,864.45 |
| 12" pipe | 572 lin ft | 2.00 | 1,144.00 |
| 18" pipe | 1,790 " " | 3.25 | 5,817.50 |
| 24" pipe | 611 " " | 4.50 | 2,749.50 |
| Dry rubble | 262 cu yds | 6.00 | 1,572.00 |
| Rip Rap | 550 " " | 2.75 | 1,512.50 |
| Metal flume 27" diameter | 725 lin ft | 4.00 | 2,900.00 |
| Concrete-- class "A" | 33.67 cu yds | 30.00 | 1,010.10 |
| Concrete-- class "B" | 154.00 " " | 28.00 | 4,312.00 |
| Lumber and timber | 80 M-FBM | 70.00 | 5,600.00 |
| | | Total ---- | $197,714.55 |
| | | Plus 10% | 19,771.45 |
| | | Grand total ------ | $217,486.00 |

(This estimate includes contractor's profit of 15%)

CONTRACT# 782,

SEE:

CONTRACT#631,

CONTRACT #7821

SEE:

CONTRACT #746

127

782 SEE: Contract 74(

CONTRACT#783,
832,

PR 118 Emigrant Hill Sec. 1925-1928

783, 832

March 11, 1937.

PR 116

W. C. L. Pernoll,
District Engineer,
Bureau of Public Roads,
New Post Office Building,
Box 3900,
Portland, Oregon.

Dear Sir:

Under separate cover we are today sending you four [illegible] prints of revised plans covering the Emigrant Hill Section, Oregon Project No. 116,

Very truly yours,

ROY A. KERR
State Highway Engineer

By

J. E. Travers
Office Engineer

Dict by J. V. DeSouza/AP

March 2, 1927.

Mr. O. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Reference is made to the final voucher on the Emigrant Hill Section, Oregon Project No. 116, submitted to you on January 18, 1927.

We have not yet received payment of this voucher, and presume that possibly it is being held up pending the receipt of revised federal aid plans on the project. Owing to the necessity of our drafting office working on plans for projects upon which we wish to receive bids, we have been unable to complete the drafting of these revised plans. However, we are working on them as opportunity offers, and they will be sent to you as soon as they are completed.

The amount of money involved in the federal aid voucher is large, being $124,960.87, and under the circumstances, we would appreciate it very much if you could make payment as soon as possible. This request is made in view of the fact that the funds are desired for the meeting of obligations which are becoming due. At the present time our state highway fund will be rather depleted until the receipt of the spring payment of automobile license fees, and the payment of the voucher in question would come as a welcome addition.

We trust that under these conditions, payment will be made without waiting until the revised plans actually are submitted.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 20, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to our letter of December 31, 1926, and your reply of January 15th relative to acceptance of roll maps and profile instead of Federal Aid plans on Oregon Federal Aid 118.

We regret the additional cost of preparing plans mentioned in your letter, but in view of the changes made on this project and also the fact that this is an Indian project, plans should be prepared in accordance with Federal Aid Regulations showing this project as constructed.

Very truly yours,

C. H. Purcell
District Engineer.

By
Associate Highway Engineer

January 15, 1927.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of December 21, in which it is stated that the Washington office of your Bureau has requested revised plans for the Emigrant Hill Section, Federal Aid Project No. 118.

We are wondering if your Washington office would not accept copies of our roll maps and profiles showing the revised alignment and grades for this section. The preparation of revised federal aid plans will cost from $100 to $150, and this expenditure is a dead loss as far as we are concerned.

We can furnish blue print copies of our 400 feet scale construction map and of our 100 feet scale construction profile, with very little expense.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

PP-118

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 13, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 115, Emigrant Hill section of the Old Oregon Trail. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By T. M. Davis
Assoc. Highway Engineer.

AUG

Form P. R. 2

State Oregon

Project No. 110

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of November, 1926

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 26th day of January, 1925, a project statement, which was approved by the Secretary on the 10th day of March, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 10th day of March 1925, and approved by the Secretary on the 23rd day of December, 1926; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred twenty-four thousand, nine hundred fifty and 87/100

dollars ($ 124,950.87 ) as the share of the United States payable under said act on account of said legal Federal pro rata project, which does not exceed the/ percent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the county..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) By the county..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

## ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 348 of Oregon Federal Aid Project No. 38 about 7 miles east of Pendleton, and the west end of Oregon Federal Aid Project No. 62 near Meacham, terminal points, a distance of 12.943 miles, known locally as Emigrant Hill Section of the Old Oregon Trail between Pendleton and La Grande, Umatilla County.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary. except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of one hundred twenty-four thousand, nine hundred fifty and 87/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not in excess of the [redacted] legal Federal pro rata of one hundred thirty-eight thousand, eight hundred thirty-four and 30/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of ~~$~~ the legal limit per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 23, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available and how will be placed under direct control of Highway Department)

.....

*(*b*) By the .....
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....
*(Strike out if not appropriate)

STRICKEN OUT

STATE HIGHWAY DEPARTMENT
SECRETARY'S FILE NO. 112
EXECUTE AGREEMENT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 23rd day of December, 1926

STATE HIGHWAY COMMISSION OF OREGON
(Official Title of Highway Department)

By C. M. Dun
Chairman, State Highway Commission
(Title of officer)

By T. B. Vandenberg
Member, State Highway Commission
(Title of officer)

[SEAL]

By .....
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

P. M. Kinney
ACTING Secretary of Agriculture.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 348 of Oregon Federal Aid Project No. 38 about 7 miles east of Pendleton, and the west end of Oregon Federal Aid Project No. 42 near Meacham, locally known as Emigrant Hill Section of the Old Oregon Trail between Pendleton and La Grande, Umatilla County, and designated in the records of this Department as Project No. 118, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $138,834.30 as the total estimated cost of said project, and the sum of $124,950.87 as the share of the United States, payable under said acts on account of such project, which does not exceed the legal Federal pro rata percent of said total estimated cost.

Done at the city of Washington, this 23rd day of December one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. H. Klumlaf
ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4000

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

PR 118

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING.
PORTLAND, OREG.

December 31, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed herewith is a copy of approved estimate for Oregon-118, Emigrant Hill Section - Old Oregon Trail. Owing to the considerable changes in alignment and location, as indicated on the right-of-way map, the Washington Office has requested us to forward plans for the project as constructed.

Will you kindly have prepared and furnish this office with three sets of plans showing the revisions.

Very truly yours,

C. H. PURCELL
District Engineer

By A.F. Morro
Associate Highway Engineer.

Encls.

193-B

Oregon State Highway Department — Project No. 118

## EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL
## IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem, Oregon, September 25, 1926.

### Portion on Trust Patent Lands

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 219.00 |
| 18,000 cu.yds | Common Excavation | .40 | 7,200.00 |
| 12,996 cu.yds | Intermediate Excavation | .60 | 7,796.40 |
| 36,090 cu.yds | Solid Rock Excavation | 1.80 | 46,307.00 |
| 59,205 sta.yd | Overhaul | .05 | 2,960.00 |
| 1,440 cu.yds | Earth Cushion | .50 | 720.00 |
| 1,087 lin.ft | 12" Corr. Galv. Iron Pipe | 1.50 | 1,630.50 |
| 238 lin.ft | 18" Corr. Galv. Iron Pipe | 2.50 | 595.00 |
| 20 lin.ft | 24" Corr. Galv. Iron Pipe | 3.50 | 70.00 |
| 22 lin.ft | 36" Corr. Galv. Iron Pipe | 6.50 | 143.00 |
| 20 lin.ft | 48" Corr. Galv. Iron Pipe | 9.00 | 180.00 |

### Surfacing

| | | | |
|---|---|---|---|
| 2,968 cu.yds | Base Course Surfacing | 1.60 | 4,748.80 |
| 12,540 cu.yds | Top Course Surfacing | 1.79 | 22,446.60 |
| 5,965 cu.yds | Filler | .30 | 1,789.50 |
| | Sub-total | | $ 97,225.80 |
| | 10% Engr. & Cont. | | 9,722.58 |
| | Total | | $106,948.38 |

### Portion on Deeded Lands

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | 81.00 |
| 12,600 cu.yds | Common Excavation | .40 | 5,040.00 |
| 4,806 cu.yds | Intermediate Excavation | .60 | 2,883.60 |
| 5,810 cu.yds | Solid Rock Excavation | 1.30 | 7,553.00 |
| 20,800 sta.yd | Overhaul | .05 | 1,040.00 |
| 560 cu.yds | Earth Cushion | .50 | 280.00 |
| 165 lin.ft | 12" Corr. Galv. Iron Pipe | 1.50 | 244.50 |
| 102 lin.ft | 18" Corr. Galv. Iron Pipe | 2.50 | 255.00 |

Surfacing

| | | | |
|---|---|---|---|
| 2,321 cu.yds | Base Course Surfacing | $ 1.60 | $ 3,731.20 |
| 3,900 cu.yds | Top Course Surfacing | 1.79 | 7,008.40 |
| 2,415 cu.yds | Filler | .30 | 720.50 |
| | Sub-total | | $ 23,907.30 |
| | 10% Engr. & Cont. | | 2,390.72 |
| | | | $ 31,885.92 |

Length of Project ~~20.56~~ 12.943 miles

Cost per mile $ ~~1,550.97~~ 10726.59

## SUMMARY

| | Estimated Cost | Federal Aid Percent | Federal Aid Requested |
|---|---|---|---|
| Trust Patent Lands | $ 106,948.38 | 100% | $ 106,948.38 |
| Fee Patent Lands | 31,885.92 | 58,459.06 | 18,902.49 |
| | [illegible] | 90% | $ 124,950.87 |

RECEIVED
DEC 3 0 1926
REGIONAL HEADQUARTERS
BUREAU OF PUBLIC ROADS
SAN FRANCISCO

THESE UNIT PRICES ~~ARE~~ ARE NOT APPROVED
FOR FORCE ACCOUNT CONDITIONS
EXCEPT AS NOTED BY *

Examined and Recommended
For Approval.....
Date.....

#783-3102

PR 118

December 16th, 1926

Fidelity & Deposit Co. of Maryland,
E. E. Gorton, Agent,
Gasco Building,
Portland, Oregon.

Dear Sir:

Enclosed you will please find copy of notice which has been filed in the office of the Secretary of State by Messrs. Preshaker & Schmidt, Court House, Pendleton, Oregon, it being notice of claim of Gray Bros. Grocery Co. in the sum of $1195.85, for supplies furnished Swartley Brothers in connection with their contract for the widening of the Immigrant Hill Section of the Old Oregon Trail.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Swartley Bros. in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. B. Glaisyer.

Chief Clerk.

HBG:S
Enc.

December 16th, 1926.

Swartley Bros.
Corvallis, Oregon.

Gentlemen:

We enclose herewith copy of a notice that has been filed with the Secretary of State, it being that of Gray Bros. Grocery Co. for materials and supplies furnished you in the sum of $1192.65, in connection with your contract for the widening of the Emigrant Hill Section of the Old Oregon Trail. This notice is sent to you at the request of the Secretary of State.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.

December 16th, 1926.

Hon. Sam A. Koser,
Secretary of State,
Building.

Dear Sir:

Attention: Mr. N. J. Haas, Filing Division.

We acknowledge receipt of your letter of the 15th inst., enclosing three copies of a notice that has been filed in your office by Gray Bros. Grocery Co, it being for materials and supplies furnished Swartley Bros. in the sum of $1192.82, in connection with their contract for the widening of the Immigrant Hill Section of the Old Oregon Trail in Umatilla County.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

#783

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 13, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. Proebstel & Schmidt, Court House, Pendleton, Oregon, and filed on the 11th inst., a notice of claim by Gray Bros. Grocery Co., for materials, provisions and supplies furnished in the sum of $1,192.82 against the bond taken from Swartley Bros. as principal and the Fidelity & Deposit Company of Maryland as surety, for work on the Old Oregon Trail Highway in Umatilla County, Oregon.

We are enclosing a copy of the notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M J Saas

L

COPY

# NOTICE OF CLAIM

To the State of Oregon and Sam A. Kozer, Secretary of State,

Greetings:

NOTICE IS HEREBY GIVEN, that Gray Bros. Grocery Co., a corporation, existing under the laws of the State of Oregon, with its principal place of business at Pendleton, Umatilla County, Oregon has a claim for materials, provisions and supplies furnished to and in the hereinafter described construction work and supplied to and used by Leonard Bottineau and Dan Tasco, a sub-contractor of Kesl, Taylor, Bros. & Paquet, a sub-contractor of Swartley Bros., between the 24th day of April, 1925, and the 30th day of Sept., 1925 both dates inclusive in the sum of $1192.82; said claim is against the bond taken from Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley and the Fidelity & Deposit Company of Maryland, surety on said bond, which said bond was given for work and construction as follows:

For construction under that certain highway contract known as Contract No. 783, dated March 26th, 1925, wherein the work contracted to be done consists of 12.58 miles of road bed widening and alignment betterment on the Old Oregon Trail Highway in Umatilla County, Oregon, which project begins at Station 348 on said Highway, which Station is approximatley 6.7 miles eats of the east corporate limits of the City of Pendleton, and extends to Station 1044.93.6, which Station is at Dead Man's Pass in the Blue Mountains.

Dated at Pendleton, Oregon this 9th day of December, 1926.

Gray Bros. Grocery Co.

By R. L. HOWLAND
Treasurer

ENDORSED:
File No. 546
Filed December 11, 1926, SAM A. KOZER, Secretary of State

#783-3-B-4

PR118

December 14th, 1926.

Fidelity and Deposit Company of Maryland,
D. E. Gorton, Agent,
Essco Building,
Portland, Oregon.

Dear Sir:

Enclosed you will find certified copy of notice which has been filed in the office of the Secretary of State by Gray Bros. Grocery Co., it being their claim for labor performed for Swartley Bros. in the sum of $410 in connection with their contract for the widening of the Immigrant Hill Section of the Old Oregon Trail, it being State Highway Contract #783.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Swartley Bros. in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.

December 16th, 1926.

Swartley Bros.
Corvallis, Oregon.

Gentlemen:

Enclosed you will please find a certified copy of notice of claim which has been filed in the office of the Secretary of State by Gray Bros. Grocery Co. it being their claim for labor performed for you in the sum of $410 in connection with your contract for the widening of the Immigrant Hill Section of the Old Oregon Trail, it being State Highway Contract #795.

This notice is sent you at the request of the Secretary of State.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaiqyer,
Chief Clerk.

HBG:S
Enc.

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 16th, 1926.

December 13, 1926.

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir: State Highway Commission,

Attention: H. J. Haas, Filing Division.

We acknowledge receipt of your letter of the 13th inst., enclosing three certified copies of notice of claim of Grey Bros. Grocery Co. against Swartley Bros., it being for labor performed Swartley Bros. in the sum of $410 in connection with their contract for the widening of the Immigrant Hill Section of the Old Oregon Trail in Umatilla County.

We are today forwarding copies of this notice to the contractors and surety on their bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

SECRETARY OF STATE

#783

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
DEC 14 1926
COMMISSION

December 13, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. Proebstel & Schmidt, Court House, Pendleton, Oregon, and filed as of the 11th inst., a notice of claim by Gray Bros. Grocery Co., for labor performed in the sum of $410.00 against the bond taken from Swartley Brothers as principal and the Fidelity and Deposit Company of Maryland as surety, for work on Emigrant Hill section of the Old Oregon Trail Highway in Umatilla County, Oregon, covered by contract No. 783.

We are enclosing a certified copy of the notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

L

NOTICE OF CLAIM

To the State of Oregon and Sam A. Kozer, Secretary of State,

Greetings:

NOTICE IS HEREBY GIVEN, that Gray Bros. Grocery Co., a corporation, existing under the laws of the State of Oregon, with its principal place of business at Pendleton, Oregon, has a claim against the contract and bond executed by Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley, and the Fidelity and Deposit Company of Maryland, surety on said bond, by reason of being the assignee of claims for labor supplied as follows, to-wit:

D. J. Weston, labor at the agreed price of $234.00, unpaid in the sum of $130.00, and assigned to claimant;

Frank James, 40 days labor at $4.00 per day, unpaid in the sum of $140.00 and assigned to claimant.

W. J. James, 40 days labor at $4.00 per day, unpaid in the sum of $140.00 and assigned to claimant.

that all of said labor was performed and expended upon and for the benefit of that portion of the Emigrant Hill Section of the Old Oregon Trail Highway in Umatilla County, Oregon, covered by contract No. 783, between the said Swartley Brothers and the State Highway Commission of the State of Oregon, dated the 26th day of March, 1925, wherein the work contracted to be done consists of 12.58 miles of road bed widening and alignment betterment on said highway, which project begins at Station 348 on said highway, which station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extends east and south to Station 1044.93.6, which Station is at Dead Man's Pass in the Blue Mountains.

Dated at Pendleton, Oregon this 9th day of December, 1926.

Gray Bros. Grocery Co.

By R. L. HOWLAND
Treasurer

NOTICE OF CLAIM

To the State of Oregon and Sam A. Kozer, Secretary of State,

Greetings:

NOTICE IS HEREBY GIVEN, that Gray Bros. Grocery Co., a corporation, existing under the laws of the State of Oregon, with its principal place of business at Pendleton, Oregon, has a claim against the contract and bond executed by Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley, and the Fidelity and Deposit Company of Maryland, surety on said bond, by reason of being the assignee of claims for labor supplied as follows, to-wit:

D. J. Weston, labor at the agreed price of $234.00, unpaid in the sum of $130.00, and assigned to claimant;

Frank James, 40 days labor at $4.00 per day, unpaid in the sum of $140.00 and assigned to claimant.

W. J. James, 40 days labor at $4.00 per day, unpaid in the sum of $140.00 and assigned to claimant.

that all of said labor was performed and expended upon and for the benefit of that portion of the Emigrant Hill Section of the Old Oregon Trail Highway in Umatilla County, Oregon, covered by contract No. 783, between the said Swartley Brothers and the State Highway Commission of the State of Oregon, dated the 26th day of March, 1925, wherein the work contracted to be done consists of 12.58 miles of road bed widening and alignment betterment on said highway, which project begins at Station 348 on said highway, which station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extends east and south to Station 1044.93.6, which Station is at Dead Man's Pass in the Blue Mountains.

Dated at Pendleton, Oregon this 9th day of December, 1926.

Gray Bros. Grocery Co.

By R. L. HOWLAND
Treasurer

ENDORSED:
File No. 545
Filed December 11, 1926. SAM A. KOZER, Secretary of State

NOTICE OF CLAIM

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Gray Bros. Grocery Company for labor performed in the sum of $410.00 against the bond taken from Swartley Brothers as principal and the Fidelity and Deposit Company of Maryland as surety, for work on Emigrant Hill Section of the Old Oregon Trail Highway in Umatilla County, Oregon, covered by contract No. 783, with the original notice of claim filed in the office of the Secretary of State on December 11, 1926, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13thday of December, A. D. 1926.

Sam A. Kozer

Secretary of State

# STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Gray Bros. Grocery Company for labor performed in the sum of $410.00 against the bond taken from Swartley Brothers as principal and the Fidelity and Deposit Company of Maryland as surety, for work on Emigrant Hill Section of the Old Oregon Trail Highway in Umatilla County, Oregon, covered by contract No. 783, with the original notice of claim filed in the office of the Secretary of State on December 11, 1926, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13thday of December, A. D. 1926.

Sam A. Kozer
Secretary of State

By [illegible]
Deputy

PR 118

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

November 29, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith copy of correspondence showing approval of right of way of Oregon Federal aid project No. 115, Emigrant Hill section, through the Umatilla Indian Reservation.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris

COPY

WASHINGTON, D.C.

File No. B-1

November 20, 1926.

Dr. L. I. Hewes,
Deputy Chief Engineer,
San Francisco, Calif.

Dear Sir:-

Referring further to the Bureau's letter of November 13 relating to the right of way for Oregon Federal aid project No. 115 across the Umatilla Indian Reservation, there are enclosed herewith copy of letter from the Assistant Commissioner of Indian Affairs dated November 19, 1926, and also copy of a letter showing that the Interior Department approved said right of way under date of July 19, 1926.

Very truly yours,

(Signed) E. W. James,

Acting Chief Engineer.

UNITED STATES

DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

WASHINGTON

November 19, 1926.

My dear Mr. MacDonald:

Pursuant to your informal request, there is attached hereto copy of our letter of June 28, 1926, approved by the First Assistant Secretary of the Interior on July 19, 1926, granting the County Court of Umatilla County, Oregon, a right-of-way for that portion of the Old Oregon Trail across the Umatilla Indian Reservation.

Very truly yours,

(Signed) E. B. Merritt

Assistant Commissioner.

Hon. Thomas H. MacDonald,
Chief, Bureau of Public Roads,
Department of Agriculture

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS
WASHINGTON.

June 28, 1926.

The Honorable,
The Secretary of the Interior.

(Through the Commissioner of the
General Land Office.)

Sir:

On June 10, 1919, approval was given to the application of the County Court of Umatilla County, Oregon, for permission to open and establish a public highway known as the Old Oregon Trail, 60 foot wide, and 16.43 miles in length, across certain Umatilla Indian Lands in Oregon.

This road, it is understood, has now been designated as a Federal aid project, making it necessary to increase the width of 80 feet. In making this improvement certain changes in location were also necessary and the record shows that settlement for additional land taken has been made with the Indians in interest. The Superintendent of the Umatilla Agency recommends that the application now submitted of the Umatilla County Court covering the increased width and changed location of the road be approved.

In view of the facts presented it is respectfully recommended that the application herewith be approved provided the accompanying map of definite location is acceptable to the General Land Office subject to the provisions of the Act of March 3, 1901 (31 Stat. L., 1058-1084); Department regulations thereunder; and subject also to any prior valid existing right or adverse claim; and with the understanding that the acceptance of this approval is to operate as a relinquishment on the part of the Umatilla County Court of all rights in and to those portions of the road covered by application approved June 10, 1919, not included in the amended location now approved.

It is recommended further that no damages be assessed on account of the amended location of the road in addition to those which the record shows have already been assessed and paid to the Indians through the Umatilla Agency Office.

Very truly yours,
(Signed) E. B. Meritt,
Assistant Commissioner.

Approved: July 19, 1926.
(Signed) E. C. Finney,
First Assistant Secretary.

September 24, 1926. PR 118

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are returning to you four copies of statement showing the elements of ownership on the Emigrant Hill Section, Oregon Project No. 118.

These four copies have been certified by Mr. C. L. Babcock, Superintendent.

We are also enclosing a corrected segregated final estimate and a revised estimate as basis for project agreement based upon the change of quantities involved.

We trust that the exhibits sent to you are now satisfactory so that the project agreement may be executed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeBonna/AP

Oregon State Highway Department — Project No. 118

## UMATILLA HILL SECTION OF THE OLD OREGON TRAIL
## IN UMATILLA COUNTY

(Estimate as basis for project agreements. Based on Contract Prices)

Salem, Oregon, September 25, 1936.

### Portion on Trust Patent Lands

| | | | | |
|---|---|---|---|---|
| All Required | Clearing and Grubbing | | | $ 210.00 |
| 18,200 cu.yds | Common Excavation | | .40 | 7,280.00 |
| 12,994 cu.yds | Intermediate Excavation | | .60 | 7,796.40 |
| 35,680 cu.yds | Solid Rock Excavation | | 1.30 | 46,387.00 |
| 59,200 stn.yd | Overhaul | | .05 | 2,960.00 |
| 1,440 cu.yds | Earth Cushion | | .50 | 720.00 |
| 1,087 lin.ft | 12" Corr. Galv. Iron Pipe | | 1.50 | 1,630.50 |
| 258 lin.ft | 18" Corr. Galv. Iron Pipe | | 2.50 | 645.00 |
| 20 lin.ft | 24" Corr. Galv. Iron Pipe | | 3.50 | 70.00 |
| 22 lin.ft | 36" Corr. Galv. Iron Pipe | | 6.50 | 143.00 |
| 20 lin.ft | 48" Corr. Galv. Iron Pipe | | 9.00 | 180.00 |
| **Surfacing** | | | | $ 10,346.38 |
| 2,968 cu.yds | Base Course Surfacing | | 1.60 | 4,748.80 |
| 12,540 cu.yds | Top Course Surfacing | | 1.79 | 22,446.60 |
| 5,265 cu.yds | Filler | | .30 | 1,579.50 |
| | | Sub-total | | $ 97,325.80 |
| | | 10% Engr. & Cont. | | 9,732.58 |
| | | Total | | $108,048.38 |

### Portion on Deeded Lands

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $1.00 |
| 12,600 cu.yds | Common Excavation | .40 | 5,040.00 |
| 4,806 cu.yds | Intermediate Excavation | .60 | 2,883.60 |
| 5,218 cu.yds | Solid Rock Excavation | 1.30 | 7,553.00 |
| 20,800 stn.yd | Overhaul | .05 | 1,040.00 |
| 800 cu.yds | Earth Cushion | .50 | 280.00 |
| 163 lin.ft | 12" Corr. Galv. Iron Pipe | 1.50 | 244.50 |
| 102 lin.ft | 18" Corr. Galv. Iron Pipe | 2.50 | 255.00 |

**Surfacing**

| | | | |
|---|---|---|---|
| 2,332 cu.yds | Base Course Surfacing | $ 1.60 | $ 3,731.20 |
| 3,960 cu.yds | Top Course Surfacing | 1.79 | 7,088.40 |
| 2,635 cu.yds | Filler | .30 | 790.50 |
| | | Sub-total | $ 11,609.30 |
| | | 10% Engr. & Cont. | 1,936.72 |
| | | | $ 13,546.02 |

Length of Project 12.58 miles

Cost per mile $ 11,036.11

## S U M M A R Y

| | Estimated Cost | Federal Aid Percent | Federal Aid Requested |
|---|---|---|---|
| Trust Patent Lands | $ 104,948.38 | 100% | $ 104,948.38 |
| Fee Patent Lands | 31,885.92 | 56.42% | 18,802.49 |
| | $ 136,834.30 | 90% | $ 124,950.87 |

31,885.92
18,...

S-1141

# DEPARTMENT OF THE INTERIOR

UNITED STATES INDIAN FIELD SERVICE

UMATILLA INDIAN SCHOOL
Pendleton, Ore, Sept 13, 1926

Roy A. Klein
State Highway Engineer
Salem, Ore

Sir:

Complying with your request of September 10, 1926, requesting certification of the status of allotments on this reservation, I am returning the four copies, together with some material that d does not seem to apply to this subject.

You eill please note that the tract between 485.50 and 492.20 is deeded land, and the list has been corrected in this particular.

Very respectfully,

Wm H Bishop

Clerk

By

H. B. Glaisyer,
Chief Clerk.

Plot. by J. McFarland.

Standard
Accident Insurance Company

September 16, 1926.

Lomping & Company, Inc.
518 Spalding Building,
Portland, Oregon.

Attention Mr. R. L. Gilbert.

Gentlemen:

In response to your request of September 13th relative to payments to Beartley Brothers on their Emigrant Hill work please be advised that the final payment was made to them on September 8th.

We are unable to advise you regarding the claim of Tyson & Larson against Logan Brothers as we have no knowledge that it has ever been settled.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

dict. by J. McFarland.

#783

EMERSON J. SCHOFIELD, Vice-President
PAUL M. BOWEN, Vice-President & Asst Treasurer
EUGENE F. HORD, Vice-President
F. S. BROWN, Assistant Secretary

INCORPORATED 1884

# Standard Accident Insurance Company

OF DETROIT, MICHIGAN

CASUALTY INSURANCE, FIDELITY AND SURETY BONDS

LAMPING & CO., Inc., General Agents
818 Spalding Building
PORTLAND, OREGON

September 13, 1926.

Mr. H. B. Glaisyer,
Chief Clerk,
State Highway Commission,
Salem, Ore.

Dear Sir;

On April 14th you favored us with the information that $94,603.15 had been paid to Swartley Brothers on the Emigrant Hill Sec. Old Oregon Trail road job, and that $3,606.10 was held as retained percentage.

Will you please tell us if this retained percentage has now been paid in full?

We are interested in this becuase we wrote the bond for Logan Brothers, sub-contractors.

Can you tell us if the claims filed by Tyson & Larson, sub-contractors under Logan Brothers, have been satisfactorily settled?

Very truly yours,

Lamping & Company Incorporated

by M. L. Gilbert.

Paid Sept-8-1926

OQ118

September 10, 1926.

Mr. O.L. Babcock, Supt.,
Umatilla Indian Agency,
Pendleton, Oregon.

Dear Sir:

In handling the Federal Cooperation on the Emigrant Hill Section, Oregon Federal Aid project No. 118, we prepared a statement showing the status of the project as to trust patent and deeded lands. We are now in receipt of advice from the Bureau of Public Roads to the effect that this statement must be certified by you before it will be accepted by their Washington office.

We are therefore sending you herewith four copies of the statement, and a blue print of our 400 foot scale map of the section is being sent under seperate cover. It is requested that the statement be certified and returned by you as soon as may be convenient. The map may be retained by you.

Your particular attention is called to the portion between 485+80 and 492+20, as there is some confusion as to whether this was on trust patent or deeded land.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. DeSouza/LM
Encls.

...ITED ...TES DEPARTMENT OF AGRIC...RE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING.
PORTLAND, OREG.

September 9, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention Mr. De Sousa

Confirming our telephone conversation of September 8th, we are returning to you Statement of Ownership of Lands Traversed by Oregon Federal Aid Project 118 and revised estimate covering this project.

As stated in our phone conversation, there appears to be a discrepancy between the right-of-way map and the Statement of Ownership in regard to the parcel of land between Stations 485/50 and 492/20. The map shows a cross-arrow, which would seem to connect this parcel of land with that of Wm. Shoennig and wife, which is shown as deeded land. Please check this and make such correction as may be necessary.

It will also be necessary to show on the last page of the Statement of Ownership a certificate signed by the Superintendent of the Indian reservation to the effect that the statement is correct. The following form has been used on Montana projects:

"I HEREBY CERTIFY that the status of allotments in the Umatilla Indian Reservation is correct as shown above.

Dated _____ _____
Superintendent"

We are not returning the right-of-way maps, as we have already forwarded them to San Francisco, and it may not be necessary to have these maps signed by the Superintendent. At any rate we will forward Statement of Ownership and the Estimate as soon as you have returned them with the necessary corrections and the certificate.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

Encls.

09 118

A. M. Swartley

# Swartley Brothers

**General Contractors**

Telephone 933-R

Terminal Building

Corvallis, Oregon

Butte Falls, Oregon
August 30, 1926

State Highway Commission
Salem, Oregon

Gentlemen:-

We are returning the final voucher recently sent back to us with your letter of August 21, dictated by O. P. Neptune, auditor. We have signed and acknowledged the acceptance of payment but have crossed out that part declaring that all bills have been Paid.

When this was forwarded to you before, the signing was omitted and in lieu thereof we forwarded the permission of the Fidelity & Deposit Co., our surety, to have final estimate paid without prejudice to the bond, having been informed that this permit from the surety was acceptable to you in lieu of a declaration that the bills have been paid.

Certain claims against Kesl, Taylor Bros., & Paquet, sub-contractors under us, are in dispute in the courts and may remain unsettled for a considerable time due to court delays. Mr. Probert has been fully advised as to the nature of these claims. It is the intention of our sub-contractors to use the money still due them from us, from this final settlement, in an attempt to settle these claims out of court. They are bonded to us by the Oregon Casualty Co., and we have a permit from them to pay Kesl, Taylor Bros., & Paquet, the money due them.

With these claims in dispute we do not care to make a sworn statement that all bills have been paid although we do not feel that these claims are just ones.

If we have not proceeded in accordance with your regulations, please advise us.

Yours very truly,

SWARTLEY BROTHERS

by A M Swartley

AMS:BB
Copy to Kesl Taylor Bros. & Paquet.

Mr Kesl says OK to pay.
8-31-26

August 20, 1926.

FR 118

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 10th inst., relative to trust patent and deeded lands on the Emigrant Hill Section, Federal Aid Project No. 118.

With reference to the objection of the Washington Office that the right of way map does not agree with the plans for the project, we beg to advise that the right of way map is based upon the final construction location of the project, and it appeared to us that this final location was the proper one to use in making up the figures for the portions on deeded lands and on trust patent lands. We have checked over the figures showing the amounts under these respective classes of ownership, and are enclosing herewith four copies of a revised statement.

In accordance with the instructions in your letter to the effect that the estimate should be revised to show the actual quantities involved in each class of ownership, we are enclosing herewith six copies of a revised estimate as basis for project agreement.

For the purpose of making up this estimate we went to the final notes on the project and figured the final quantities that were on lands under each classification of ownership. The original total quantities on the estimate based on the original plans were then subdivided in accordance with the percentages for each item on the final estimate. This results in the subdivision being made upon the basis of the final construction quantities, instead of the original estimate quantities shown on the federal aid plans. A copy of the estimate which we used as a basis for this segregation is enclosed herewith. We trust that this manner of handling the quantities will be considered satisfactory.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza
Assistant Office Engineer

JWD:AP
Encls.

## STATEMENT OF OWNERSHIP OF LANDS TRAVERSED BY THE EMIGRANT HILL SECTION

### OREGON FEDERAL AID PROJECT 118

| Station | to Station | Name | Description | Status | Length in Feet Tr.Pat | Deeded |
|---|---|---|---|---|---|---|
| | | | Twp. 2 N. R. 33 E. W.M. | | | |
| 348+60 | 351+70 | J. W. Terry | NE¼ of SE¼ Sec. 14 | Deeded | - - | 370' |
| 351+70 | 356+20 | J. W. Terry | S½ of SW¼ Sec 13 | " | - - | 450' |
| 356+20 | 372+40 | Mary Bennett | E½ of W½ Sec 24 | TR. Pat | 1620' | - |
| 372+40 | 388+60 | Charley Bennett | S½ of W½ Sec 24 | " | 1620' | - |
| 388+60 | 402+20 | Chas. B. Sherrell | NE¼ of SW¼ Sec 24 | Deeded | - - | 1460' |
| 402+20 | 404+10 | Catholic School | SE¼ of SW¼ Sec 24 | " | | 90' |
| 404+10 | 417+30 | Catholic School | SW¼ of SE¼ Sec. 24 | " | - - | 1320' |
| 417+30 | 444+80 | Joseph Picard | W½ of NE¼ Sec 25 | " | - - | 2721' |
| 444+80 | 456+70 | Wm. Shoesmig & wife | NW¼ of SE¼ Sec 25 | " | - - | 1191' |
| 456+70 | 467+40 | Marie Rainville | E½ of SE¼ Sec 25 | Tr Pat | 1060' | - |
| 467+40 | 485+80 | Wm. Shoesmig & wife | W½ of SE¼ Sec 25 | Deeded | - - | 1733' |
| 485+80 | 492+20 | Not Known | NE¼ of SW¼ Sec 25 | Tr Pat | 670' | - |
| 492+20 | 521+50 | Jeanette Hung | SE¼ of SW¼ Sec 25 | " | | |
| | | | NE¼ of NW¼ Sec 36 | " | 2858 | |
| 521+50 | 529+60 | Louise Sampson | SE¼ of NW¼ Sec 36 | " | 820' | |
| 529+60 | 536+70 | Eleanor Thompson | SW¼ of NE¼ Sec 36 | " | 720' | |
| 536+70 | 551+20 | Neale Badrouds | NW¼ of SE¼ Sec 36 | " | 1450' | |
| 551+20 | 555+90 | Arthur Campbell | NE¼ of SE¼ Sec 36 | " | 470' | |
| 555+90 | 569+60 | Wm. Hung | SE¼ of SE¼ Sec 36 | " | 1370' | |
| | | | Twp 2 N. R. 34 E | | | |
| 569+60 | 576+00 | Ralph Gotierres | SW¼ of SW¼ Sec 31 | " | 640' | |
| | | | Twp 2 N. R. 33 E | | | |
| 576+00 | 582+00 | Wm. Hung | SE¼ of SE¼ Sec 36 | " | 600' | |
| | | | Twp 1 N. R. 33 E. | | | |
| 582+00 | 599+40 | Samuel Lutan | NE¼ of NE¼ Sec 1 | " | 1729' | |
| | | | Twp 1 N. R. 34 E | | | |
| 599+40 | 618+40 | Elizabeth Badrouds | NW¼ of NW ¼ Sec 6 | " | 1900' | |
| | | | Twp 2 N. R. 34 E | | | |
| 618+40 | 635+70 | Ralph Gotierres | SW ¼ of SW¼ Sec. 31 | " | 1730' | |
| 635+70 | 640+00 | Joseph Picard | SE¼ of SW¼ Sec 31 | " | 408' | |
| | | | Twp 1 N. R. 34 E | | | |
| 640+00 | 660+20 | Elizabeth Badrouds | N½ of NW¼ Sec 6 | " | 2020' | |
| 660+20 | 673+20 | Fay C. Allen | SE¼ of NW¼ Sec 6 | " | 1300' | |
| 673+20 | 678+20 | Edgar Billy | SW¼ of NE¼ Sec 6 | " | 500' | |
| 678+20 | 686+00 | Edgar Billy | W½ of NW¼ of NE ¼ Sec 6 | " | 778' | |
| 686+00 | 700+70 | State of Oregon | E½ of NW¼ of NE¼ Sec 6 | Deeded | - | 1470' |

| Station to Station | | Name | Description | Status | Length in Ft. Tr. Pat | Deeded |
|---|---|---|---|---|---|---|
| 700+70 | 706+70 | Edgar Billy | S½ of NE¼ Sec 6 | Tr Pat | 600' | - |
| 706+70 | 723+50 | Emma Barnhart | SE¼ of NE¼ Sec 6 | " | 1653' | |
| 723+50 | 726+90 | James R. Thompson | NE¼ of SE¼ Sec 6 | Deeded | - | 340' |
| 726+90 | 742+50 | James R. Thompson | NW¼ of SW¼ Sec 5 | " | - | 1560' |
| 742+50 | 745+90 | Levi Van Pelt | NE¼ of SW¼ Sec 5 | Tr. Pat | 340' | |
| 745+90 | 763+10 | John Fisher | SE¼ of SW¼ Sec 5 | Deeded | - | 1720' |
| 763+10 | 777+70 | Rachel E.Van Pelt | W½ of NE¼ Sec 8 | Tr. Pat. | 1460' | |
| 777+70 | 787+40 | James Crane | S½ of NE¼ Sec 8 | " | 970' | |
| 787+40 | 800+40 | Sarah McKay | NE¼ of NE¼ Sec 8 | Deeded | - | 1300' |
| 800+40 | 825+10 | Elizabeth Narcisse | NW¼ of NW¼ Sec 9 | Tr. Pat | 1551' | |
| [illegible] | 854+78 | Ingram Alexander | SE¼ of SW¼ Sec 4 | " | 2963' | |
| 854+70 | 857+30 | - Vacant | S½ of SE¼ Sec 4 | " | 260' | |
| 857+30 | 868+70 | Mary Johnson | NE¼ of SE¼ Sec 4 | " | 1140' | |
| 868+70 | 874+40 | Julia Minthorn | NW¼ of SW¼ Sec 3 | " | 570' | |
| 874+40 | 883+40 | Peoples Warehouse | SW¼ of SW¼ Sec 3 | Deeded | - | 900' |
| 883+40 | 890+20 | Not Known | SE¼ of SW¼ Sec 3 | " | - | 680' |
| 890+20 | 897+20 | Tenant | SE¼ of SW¼ Sec 3 | Tr. Pat. | 700' | |
| 897+20 | 898+20 | Julia Minthorn | NE¼ of SW¼ Sec 3 | " | 100' | |
| 898+20 | 912+30 | Josephine Yemowit | NW¼ of SE¼ Sec 3 | " | 1410' | |
| 912+30 | 929+70 | Yew Yewitham | NE¼ of NE¼ Sec 3 | " | 1740' | |
| 929+70 | 964+50 | Archibald Halfmoon | SW¼ of NW¼ Sec 2 | " | 3482' | |
| 964+50 | 1000+50 | Willie Williams | S½ of NE¼ Sec 2 | " | 3597' | |
| 1000+50 | 1015+10 | Joe & Anna Hays | SW¼ of NW¼ Sec 1 | " | 1451' | |
| 1015+10 | 1032+00 | Bertha Martin | NE¼ of NW¼ Sec 1 | " | 1690' | |
| 1032+00 | 1041+40 | Hansen | W½ of NE¼ Sec 1 | " | 927' | |
| 1041+40 | 1054+94 | Joseph Minthorn | S½ of NE¼ Sec 1 | " | 554' | |
| | | | | | 30,978 | 17,365 |

Oregon State Highway Department

Project No. 118

## EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL

## IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem, Oregon, August 19,1926.

### Portion on Trunk Patent Lands

| | | | | |
|---|---|---|---|---|
| All Required | Clearing and Grubbing | | | $ 157.50 |
| 19,287 cu.yds | Common Excavation | .40 | | 7,714.80 |
| 15,184 cu.yds | Intermediate Excavation | .60 | | 7,910.40 |
| 35,902 cu.yds | Solid Rock Excavation | 1.30 | | 46,542.60 |
| 59,216 cu.yds, sta. | Overhaul | .05 | | 2,960.80 |
| 1,462 cu.yds | Earth cushion | .50 | | 731.00 |
| 1,045 lin.ft. | 12" Corr. Galv. Iron Pipe | 1.50 | | 1,564.50 |
| 240 lin.ft | 18" Corr. Galv. Iron Pipe | 2.50 | | 600.00 |
| 20 lin.ft | 24" Corr. Galv. Iron Pipe | 3.50 | | 70.00 |
| 25 lin.ft | 36" Corr. Galv. Iron Pipe | 6.50 | | 145.00 |
| 20 lin.ft | 48" Corr. Galv. Iron Pipe | 9.00 | | 180.00 |
| | | | | |
| Surfacing | | | | |
| 2,983 cu.yds | Base Course Surfacing | 1.60 | | 4,772.80 |
| 12,648 cu.yds | Top Course Surfacing | 1.79 | | 22,675.72 |
| 6,000 cu.yds | Filler | .30 | | 1,800.00 |
| | | Sub-total | | $ 97,964.02 |
| | | 10% Engr.& Cont | | 9,796.40 |
| | | Total | | $ 107,760.42 |

### Portion on Deeded Lands

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 102.80 |
| 12,218 cu.yds | Common Excavation | .40 | 4,885.20 |
| 4,616 cu.yds | Intermediate Excavation | .60 | 2,769.60 |
| 5,698 cu.yds | Solid Rock Excavation | 1.30 | 7,407.40 |
| 20,794 cu.yds sta. | Overhaul | .05 | 1,039.20 |
| 538 cu.yds | Earth Cushion | .50 | 269.00 |
| 207 lin.ft. | 12" Corr. Galv. Iron Pipe | 1.50 | 310.50 |
| 100 lin.ft | 18" Corr. Galv. Iron Pipe | 2.50 | 250.00 |
| | | | |
| Surfacing | | | |
| 2,317 cu.yds | Base Course Surfacing | 1.60 | 3,707.20 |
| 3,332 cu.yds | Top Course Surfacing | 1.79 | 5,959.28 |
| 2,497 cu.yds | Filler | .30 | 749.10 |

| | |
|---|---|
| Sub-total | $ 29,548.96 |
| 10% Engr.Account | 2,954.96 |
| | $ 31,183.92 |

Length of Project 12.58 miles

Cost per mile $ 11,036.11

SUMMARY

| | Estimated Cost | Federal Aid Percent | Federal Aid Requested |
|---|---|---|---|
| Trust Patent Lands | $ 107,650.42 | 100% | $ 107,650.42 |
| Fee Patent Lands | 31,183.88 | 55.473624% | 17,300.45 |
| | $ 138,834.30 | 90% | $ 124,950.87 |

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 10, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Oregon Federal Aid Project 118 and also our letter of July 7th at the time of forwarding this project.

We are now in receipt of a letter from our Washington Office, in which they advise that in checking over the data submitted it is found that "the Right of Way map does not agree with the plans for the project, the lengths in trust patent land and in deeded land do not agree with the Right of Way map or with the plans, the station limits of trust patent and deeded lands do not agree with the plans, and the length of the project as shown in the revised estimate does not agree with the plans.

The Revised Estimate shows the total quantities of work divided 75% - 25% regardless of the actual quantities involved on trust patent and deeded land. The estimate should be revised to show the actual quantities involved in each classification.

Pending receipt of revised data in agreement with the approved plans, no action will be taken on the Revision."

We have made a Review of this project and find the Washington Office correct in their check.

Will you please submit revised data, as suggested.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

August 10, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

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Will you please submit revised data, as suggested.

Very truly yours,

C. H. PURCELL
District Engineer

By A J Morris
Acting.

| | MILE | STATION TO STATION | CLEARING AND GRUBBING Per Cent Complete | COMMON EXCAVATION Cu. Yds. | INTERMEDIATE EXCAVATION Cu. Yds. | SOLID ROCK EXCAVATION Cu. Yds. | OVERHAUL Cu. Yds. Sta. | Corr. Iron 12" | Corr. Iron 18" |
|---|---|---|---|---|---|---|---|---|---|
| | | Feeder | | | | | | | |
| 1 | | 306+00 356+20 | | 905.3 | 124.9 | | 1205.4 | | 20 |
| 2 | | 388+60 456+70 | | 3218.4 | 400.5 | 442.9 | 805.5 | 56 | |
| 3 | | 467+50 485+50 | | 749.8 | 226.5 | 506.0 | 468.4 | 42 | |
| 4 | | 686+00 700+70 | | 1327.4 | 579.6 | 2250.1 | 5446.4 | | |
| 5 | | 723+50 742+50 | | 1871.6 | 457.0 | 1078.2 | 5397.4 | 64 | |
| 6 | | 745+90 763+10 | | 2915.3 | 762.1 | 338.9 | 3640.0 | 44 | |
| 7 | | 787+40 800+40 | | 1585.5 | 36.0 | 1960.0 | 6225.0 | | 40 |
| 8 | | 814+40 830+10 | | 2037.8 | 42.3 | 273.5 | 449.7 | 14 | |
| 9 | | Total | | 14611. | 3013.9 | 6849.6 | 23467.0 | 218 | 60 |
| 10 | | Blvd 485+50 497+20 | | 208.1 | 25.5 | 45.2 | — | 18 | — |
| 11 | | Balance | | 14819.2 | 3,039.4 | 6894.8 | 23467.0 | 230 | 60 |
| 12 | | | | 40% | 22% | 14% | 26% | 139% | 30% |
| 13 | | | | | | | | | |
| 14 | | | | | | | | | |
| 15 | | Tr. Pot. | | | | | | | |
| 16 | | 356+70 388+60 | | 4277.9 | 593.4 | | | | |
| 17 | | 456+70 467+50 | | 422.8 | 282.2 | 39.9 | 143.4 | 27 | |
| 18 | | 485+50 686+00 | | 8866.9 | 2873.7 | 9142.7 | 14764.6 | 432 | |
| 19 | | 700+70 723+50 | | 140.2 | 188.9 | 5845.2 | 12158.2 | 34 | |
| 20 | | 742+50 745+90 | | 129.3 | 34.5 | 119.1 | — | | |
| 21 | | 763+10 787+40 | | 1282.8 | 439.7 | 2440.9 | 2067.3 | 96 | |
| 22 | | 800+40 874+40 | | 3706.8 | 1563.6 | 1072.8 | 1115.9 | 74 | 16 |
| 23 | | 890+30 1044+94 | | 3250.8 | 2694.6 | 24379.1 | 36620.2 | 440 | 128 |
| 24 | | Total | | 23077.0 | 8610.8 | 43038.8 | 66894.6 | 1104 | 144 |
| 25 | | Blvd 485+50 497+20 | | 208.1 | 25.5 | 45.2 | — | 18 | |
| 26 | | | 73% | 60% | 73% | 86% | 74% | 87% | 70% |
| 27 | | | | | | | | | |
| 28 | | | | | | | | | |
| 29 | | | | | | | | | |
| 30 | | | | | | | | | |
| 31 | | | | | | | | | |
| 32 | | | | | | | | | |
| 33 | | | | | | | | | |
| 34 | | | | | | | | | |
| 35 | | | | | | | | | |
| 36 | | | | | | | | | |
| 37 | | | | | | | | | |
| 38 | | | | | | | | | |
| 39 | | | | | | | | | |
| 40 | | | | | | | | | |
| | | Total Quantities to Date | | 37683.1 | 11624.7 | 49888.4 | 90361.6 | 1322 | 304 |
| | | Quantities Previously Estimated | | | | | | | |
| | | Quantities Handled since Last Estimate | | | | | | | |

Corrected as per Est sent to Bureau Sept 27, 1926

| SOLID ROCK EXCAVATION Cu. Yds. | OVERHAUL Cu Yds. Sta. | Conc. Iron Culv. Pipe 12" | 18" | 24" | 36" | 48" | Conc. Culv. Pipe 18" | Concrete | Steel | Stripping & Rock Excavation | Placing loose rock on Embankments Mile 6 | Mile 7 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 12.5.4 | | 20 | | | | 33 | | | | | | 1 |
| 442.9 | 805.5 | 50 | | | | | 30 | | | | | | 2 |
| 506.0 | 751.6 | 46 | | | | | | 143.0 | 118.0 | | | | 3 |
| 2250.1 | 5446.4 | | | | | | | 795.7 | 853.5 | | | 210.0 | 4 |
| 1078.2 | 5391.4 | 64 | | | | | | | | | | | 5 |
| 338.9 | 3549.0 | 24 | | | | | | | | | | | 6 |
| 1960.0 | 6225.2 | | 40 | | | | | | | | | | 7 |
| 272.5 | 449.7 | 14 | | | | | | | | | | | 8 |
| 6849.6 | 23467.0 | 218 | 60 | | | | 63 | 488.7 | 971.5 | | | 210.0 | 9 |
| 45.2 | — | 1 | — | | | | — | 27.0 | 67.5 | | — | — | 10 |
| 6894.8 | 23467.0 | 220 | 60 | | | | 63 | 965.7 | 1039.0 | | | 210.0 | 11 |
| 14% | 26% | 13% | 30% | | | | 64% | 28% | 39% | | | 100% | 12 |
| | | | | | | | | | | | | | 13 |
| | | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | | 15 |
| | | | | | | | 36 | | | | | | 16 |
| | | 28 | | | 18 | | | | | | | | 17 |
| 39.9 | 143.4 | 432 | | 18 | 72 | | | 872.7 | 598.0 | | 316.0 | | 18 |
| 9142.7 | 14764.6 | 34 | | | | | | 742.0 | 742.0 | | | | 19 |
| 5845.2 | 12188.2 | | | | | | | | | | | | 20 |
| 1191 | — | | | | | | | | | | | | 21 |
| 2440.9 | 2062.3 | 10 | | | | | | | | | | | 22 |
| 1072.8 | 1115.9 | 74 | 16 | | | | | | | | | | 23 |
| 24379.1 | 36620.2 | 440 | 128 | | | | | 939.0 | 564.5 | 637.5 | | | 24 |
| 43038.8 | 66894.6 | 1104 | 144 | 18 | 72 | 18 | 36 | 2553.2 | 1904.5 | 637.5 | 316.0 | | 25 |
| 45.2 | — | 12 | | | | | | 27.0 | 67.5 | | | — | 26 |
| 86% | 74% | 87% | 70% | 100% | 100% | 100% | 36% | 77% | 63% | 100% | 100% | | 27 |
| | | | | | | | | | | | | | 28 |
| | | | | | | | | | | | | | 29 |
| | | | | | | | | | | | | | 30 |
| | | | | | | | | | | | | | 31 |
| | | | | | | | | | | | | | 32 |
| | | | | | | | | | | | | | 33 |
| | | | | | | | | | | | | | 34 |
| | | | | | | | | | | | | | 35 |
| | | | | | | | | | | | | | 36 |
| | | | | | | | | | | | | | 37 |
| | | | | | | | | | | | | | 38 |
| | | | | | | | | | | | | | 39 |
| | | | | | | | | | | | | | 40 |
| 49882.4 | 70361.6 | 1322 | 204 | 18 | 72 | 18 | 36 | 3491.9 | 2516.0 | 637.5 | 316.0 | 210.0 | |

# MONTHLY ESTIMATE

STATE HIGHWAY DEPARTMENT
SALEM, OREGON

OREGON

Form 20—ST.H.D.—15—1-25.

**INSTRUCTIONS**

Submission of Estimate:

Monthly estimates shall be prepared and submitted upon such additional by the Office Engineer for each particular date established by the Office Engineer for each particular job. The number of copies to be prepared shall be five (5) unless otherwise specified. The original and four (4) copies of the work is Federal Aid work, and four for all other work. The original estimate shall retain one copy, forwarding the remaining four to the Division Office. The Division Office will retain one copy, forwarding the remaining three copies to the Salem Office, one copy will be retained in the Division Office, one copy forwarded to the Office of Public Roads. If Federal Aid Projects, one forwarded to the Federal Aid Engineer, and one forwarded to the Division Engineer. In the event the Division Engineer has his headquarters in Salem, the duty for the Division Engineer's Office may be omitted. Before the final estimate covering the last unit is submitted, the Contractor shall obtain from the Division Engineer a release from all claims against the State arising from the contract, and shall submit the same with the final estimate. Such release shall be in duplicate, one copy to be retained by the Division Engineer and one copy to be forwarded to the Salem Office.

NAMES OF SUB-CONTRACTORS OR OTHER PARTY PERFORMING WORK

| | Base | Top | | | | |
|---|---|---|---|---|---|---|
| 1 | 121 | 236 | 135 | 675 | | |
| 2 | 334 | 1454 | 761 | 2857 | | |
| 3 | | 461 | 252 | 640 | | |
| 4 | 170 | 1451 | 140 | 310 | | |
| 5 | | 479 | 52 | 52 | | |
| 6 | 54 | 458 | 125 | 625 | | |
| 7 | 130 | 382 | 112 | 560 | | |
| 8 | | 513 | 90 | 450 | | |
| 9 | 504 | 4469 | 1241 | 6235 | 1430 | |
| 10 | — | 143 | 18 | 145 | — | |
| 11 | 809 | 4612 | 1929 | 6200 | 1430 | |
| 12 | 44% | 74% | 31% | 39% | 39% | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | 649 | 708 | 582 | 2695 | | |
| 17 | 64 | 289 | 156 | 468 | | |
| 18 | | 5054 | 1975 | 2891 | | |
| 19 | 194 | 538 | 177 | 257 | | |
| 20 | | 94 | 28 | 28 | | |
| 21 | 110 | 665 | 221 | 221 | | |
| 22 | 24 | 1774 | 340 | 561 | | |
| 23 | | 5456 | 972 | 1161 | | |
| 24 | 1041 | 14778 | 4501 | 8282 | 849.2 | |
| 25 | | 143 | 18 | 145 | | |
| 26 | 1041 | 14635 | 4483 | 8137 | 849.2 | |
| 27 | 56% | 76% | 69% | 61% | 61% | |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | | | | | | |
| 31 | | | | | | |
| 32 | | | | | | |
| 33 | | | | | | |
| 34 | | | | | | |
| 35 | | | | | | |
| 36 | | | | | | |
| 37 | | | | | | |
| 38 | | | | | | |
| 39 | | | | | | |
| 40 | | | | | | |
| | 1050.0 | 19247.0 | 6372.0 | 13337.0 | 1392.2 | 2304.0 1322.7 |

Total Quantities to Date

Quantities Previously Estimated

Quantities Handled Since Last Estimate

Explanation

OF SUB-CONTRACTORS OR PARTY PERFORMING WORK

Form 23—27816—5M—5-25.

OREGON
STATE HIGHWAY DEPARTMENT
SALEM, OREGON

# MONTHLY ESTIMATE

Contract No..... Estimate No.....

Job Prefix No.....

Fed. Aid Proj. No.....

Work done to ....., 19.....

Kind of work .....
(Grading, Macadamizing, Paving)

Section .....

Highway .....

County .....

Contractor .....

Work begun ....., 19.....

Work completed ....., 19.....

Correct .....
Resident Engineer.

Approved .....

## INSTRUCTIONS

***Submission of Estimates:***

Monthly estimates shall be prepared and submitted up... dates established by the Office Engineer for each particu... job. The number of copies to be prepared shall be f... when the work is Federal Aid work, and four for all oth... work. The Resident Engineer shall retain one copy, for... warding all other copies to the Division Office. The Divi... sion Office will retain one copy, forwarding the remainin... copies to the Salem Office. One copy will be retained b... the Salem Office, one forwarded to the contractor and o... Federal Aid Projects, one forwarded to the Office of Pub... Roads. In cases where the Division Engineer has hi... headquarters in Salem, the copy for the Division Engineer'... Office may be omitted.

Copies of Monthly Estimates furnished contractors wi... not be considered official unless submitted through th... Division and Salem Offices.

***Preparation of Estimates:***

Show quantities in detail; split the work up into units... which will be readily recognized by the Division Engineer... and contractor to enable them to check up the estimat... in a general way to see that all work done is included... List each culvert by itself, showing the excavation, pip... concrete, steel, etc., entering into its construction. Sho... clearing and grubbing as a percentage of the total amou... for the job. For this one item, do not split your ... into sections, as payment must be made as a perc... of the whole. Head columns clearly listing items ... order in which they are shown in the specifications... the item names as given therein. List plain concret... as "Plain Concrete Pipe," and reinforced concrete pipe a... "Reinforced Concrete Pipe," not simply "Concrete Pipe"... or "Culvert Pipe." State sizes and give units of measure... ment. Mark decimal points distinctly.

Quantities to be shown on estimates are total quantities to the date of the estimate, not simply the quantities moved since the last previous estimate.

***Allowances for Material on Hand:***

The contractor will be allowed payment upon materials delivered upon the work, and as a basis for such payment, the Resident Engineer will show in the place provided on the estimate form the amounts of materials actually on hand at the date of the estimate. Only non-perishable materials entering into construction, which materials have been purchased direct by the contractor, shall be listed. Fuel, equipment, contractor's supplies and materials of similar nature should not be included. Neither should materials furnished to the contractor by the State or County.

List on each estimate the quantities actually on hand at the date of the estimate, and not yet incorporated in the work, regardless of any previous estimates. These quantities are not cumulative and have no relation to each other from month to month.

Advances on materials are intended to cover only the larger items, and Resident Engineers should not list m... rials on hand unless they represent a value of at least $...

In estimating the unit prices to be applied to the va... items allow 90 per cent of the unit cost to the contra... provided, however, that on items on which there is ... unit price, or materials which the State offered to furnish at a guaranteed price, the contractor shall not be allowed more than 90 per cent of such unit price or guaranteed price, regardless of the cost to him.

***Statement of Materials Furnished Contractors:***

If the State or County is furnishing the contractor materials for any part of his work, the Resident Engineer will keep track of and show in the proper place on his estimate sheets the amounts of such materials delivered upon the work and the amounts incorporated in the work. Deductions for materials furnished will be made from the payments to the contractor, as the materials are incorporated in the work.

If for any reason, the same class of material is furnished the contractor at more than one unit price, separate quantities should be shown for the material at each price.

STATEMENT OF CONSTRUCTION MATERIALS ON HAND

| Item | Unit | Allowable Unit Price | Quantity | Amount |
|---|---|---|---|---|
| | | | | |
| Total | | | | |

STATEMENT OF MATERIALS FURNISHED TO CONTRACTOR

| Item | Unit | Total Quantity Received | Total Quantity on Hand | Total Quantity Transferred to Other Work | Total Quantity to Be Deducted to Date |
|---|---|---|---|---|---|
| | | | | | |

Explanation of transfers .....

Estimated ..... Date 3-22-9...

Since Last Estimate

Form 23—27816—5M—8-25.

OREGON
STATE HIGHWAY DEPARTMENT
SALEM, OREGON

# MONTHLY ESTIMATE

Contract No..... Estimate No.....

Job Prefix No.....

Fed. Aid Proj. No.....

Work done to ....., 19.....

Kind of work .....
(Grading, Macadamizing, Paving)

Section .....

Highway .....

County .....

Contractor .....

Work begun ....., 19.....

Work completed ....., 19.....

Correct .....
Resident Engineer.

Approved .....

## INSTRUCTIONS

***Submission of Estimates:***

Monthly estimates shall be prepared and submitted upon dates established by the Office Engineer for each particular job. The number of copies to be prepared shall be five when the work is Federal Aid work, and four for all other work. The Resident Engineer shall retain one copy, forwarding all other copies to the Division Office. The Division Office will retain one copy, forwarding the remaining copies to the Salem Office. One copy will be retained by the Salem Office, one forwarded to the contractor and on Federal Aid Projects, one forwarded to the Office of Public Roads. In cases where the Division Engineer has his headquarters in Salem, the copy for the Division Engineer's Office may be omitted.

Copies of Monthly Estimates furnished contractors will not be considered official unless submitted through the Division and Salem Offices.

***Preparation of Estimates:***

Show quantities in detail; split the work up into units which will be readily recognized by the Division Engineer and contractor to enable them to check up the estimate in a general way to see that all work done is included. List each culvert by itself, showing the excavation, pipe, concrete, steel, etc., entering into its construction. Show clearing and grubbing as a percentage of the total amount for the job. For this one item, do not split your work into sections, as payment must be made as a percentage of the whole. Head columns clearly listing items in the order in which they are shown in the specifications, using the item names as given therein. List plain concrete pipe as "Plain Concrete Pipe," and reinforced concrete pipe as "Reinforced Concrete Pipe," not simply "Concrete Pipe" or "Culvert Pipe." State sizes and give units of measurement. Mark decimal points distinctly.

Quantities to be shown on estimates are total quantities to the date of the estimate, not simply the quantities moved since the last previous estimate.

***Allowances for Material on Hand:***

The contractor will be allowed payment upon materials delivered upon the work, and as a basis for such payment, the Resident Engineer will show in the place provided on the estimate form the amounts of materials actually on hand at the date of the estimate. Only non-perishable materials entering into construction, which materials have been purchased direct by the contractor, shall be listed. Fuel, equipment, contractor's supplies and materials of similar nature should not be included. Neither should materials furnished to the contractor by the State or County.

List on each estimate the quantities actually on hand at the date of the estimate, and not yet incorporated in the work, regardless of any previous estimates. These quantities are not cumulative and have no relation to each other from month to month.

Advances on materials are intended to cover only the larger items, and Resident Engineers should not list materials on hand unless they represent a value of at least $5[illegible].

In estimating the unit prices to be applied to the various items allow 90 per cent of the unit cost to the contractor; provided, however, that on items on which there is a bid unit price, or materials which the State offered to furnish at a guaranteed price, the contractor shall not be allowed more than 90 per cent of such unit price or guaranteed price, regardless of the cost to him.

***Statement of Materials Furnished Contractors:***

If the State or County is furnishing the contractor materials for any part of his work, the Resident Engineer will keep track of and show in the proper place on his estimate sheets the amounts of such materials delivered upon the work and the amounts incorporated in the work. Deductions for materials furnished will be made from the payments to the contractor, as the materials are incorporated in the work.

If for any reason, the same class of material is furnished the contractor at more than one unit price, separate quantities should be shown for the material at each price.

STATEMENT OF CONSTRUCTION MATERIALS ON HAND

| Item | Unit | Allowable Unit Price | Quantity | Amount |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

09 118

August 19, 1926.

Roach & Morton,
Attorneys,
Yeon Building,
Portland, Oregon.

Attention Mr. George M. Roach.

Gentlemen:

Complying with your request of the 17th inst. we are mailing to you herewith a list of claims which have been filed in this office against Swartley Brothers, Kessel, Taylor Bros. and Paquet, their subcontractors, and several other subcontractors in connection with the contract awarded to Swartley Brothers for the widening of the Emigrant Hill Section of the Old Oregon Trail.

We trust that this information is what you desire.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#783-

RAUCH AND MORTON
ATTORNEYS
BUSINESS LAW
YEON BUILDING
PORTLAND, OREGON

August 17, 1926

Roy A. Klein,
State Highway Engineer,
State Highway Commission,
Salem Oregon.

Attention Mr. H. B. Glaisyer
Chief Clerk

Dear Sir:

Will you please furnish the writer a statement of all claims filed against Swartley Brothers or Kesel, Taylor Bros. and Paquet, their subcontractor, in connection with that certain contract awarded March 26, 1925 to Swartley Brothers for the widening of 12.58 miles of road bed in Emigrant Hill Section of the Old Oregon Trail highway located in Umatilla County, Oregon.

We are representing these gentlemen in controversy envolving this construction under this contract and will gratefully appreciate a complete statement from your office of all claims made against these gentlemen in order that we may determine the validity and effect the closing of this matter at the earliest possible moment, whether by litigation if necessary or by settlement where possible.

Thanking you for the many past favors we have received from your office, I beg to remain

Yours respectfully,

Earl Rauch.

ELR:HR

H. B. G.

SWARTLEY BROS. - Contract No. 783 - Emigrant Hill Section - Umatilla County.

Claims filed during 1925 and to August 19, 1926.

Nov. 17, 1925 - Claim against Swartley Bros. in amount $75.25 filed through the Secretary of State by P. D. Mann for labor.

Nov. 19, 1925 - Claim against Swartley Bros. in amount $325.36 filed through the Secretary of State by Wallula Cash Store for groceries and provisions furnished.

Feb. 25, 1926 - Claim of A. H. Reed against Kesel, Taylor Bros. & Paquet in amount $1,316.36 for labor.

Feb. 25, 1926 - Claim of Daniel Tasco against Kesel, Taylor Bros & Paquet in amount $77.00 for labor.

Feb. 26, 1926 - Claim of Rex Ellis in amount $1,316.36 for materials and supplies furnished to A. H. Reed, sub-contractor under Kesel, Taylor Bros. & Paquet, sub-contracyors under Swartley Bros. This claim was filed Thru the Secretary of State.

Mar. 4, 1926 - Claim of Tyson & Larsen in amount $5,088.82 against Kesel, Taylor Bros. & Paquet and Swartley Bros. and Logan Bros., Subs. for labor.

June 23, 1926 - Claim of Pendleton Flour & Grain Co. in amount $368.36 for hay, grain and food-stuffs furnished to A. H. Reed, sub-contractor under Swartley Bros. This claim was filed thru the Secretary of States office.

June 23, 1926 - Claim of Clover Leaf Dairy & Market in amount $427.53 against A. H. Reed, sub-contractor for supplies and food-stuffs furnished.

July 10, 1926 - Claim of Grey Bros. Grocery Co. in amount $2,628.98 against Leonard Bottinsen and Don Tasco, subcontractors for material and supplies furnished. This claim was filed thru the Secretary of States office on July 14th, 1926.

99118

August 14, 1926.

Central Motor Company,
Baker, Oregon.

Attention Norwin C. Coulter

Dear Sir:

In reply to your letter of the 11th instant, concerning the status of final payment to the A. D. Kerr Company for highway construction work in eastern Oregon, will say that this company had three projects underway during the past year, as follows:

Contract No. 789 for surfacing of the Telocaset Baker Section of the Old Oregon Trail.

Contract No. 828 for surfacing the Sag-Halfway Section of the Baker-Cornucopia Highway.

Contract No. 832 for resurfacing the Emigrant Hill Section of the Old Oregon Trail.

Final payment has been made to the A. D. Kerr Company for all three of these jobs.

The surety on the bond furnished by A. D. Kerr in each instance is the Hartford Accident & Indemnity Company, for whom John Kerr & Company are the local agents. Their office is in the Yeon Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

#789
Tel... Bahn
supers. Hartford

828 Pol Heiz
mstf.

8[illegible]
[illegible]

...MPANY

...VICE

1926.

...unication to the
... Fuller who advised that he did considerable work for A. D. Kern Company on which he has not been able to get a settlement for the hauling done.

Will you please advise us whether or not the A. D. Kern Company have received final settlement in order that we may be in position to advise Mr. Fuller regarding this.

Very truly yours,

NCC:HDR

CENTRAL MOTOR COMPANY,

By [signature]

ANSWERED
H. B. G.

789-10D
824-1DF
832-30-PE-1-114

Hartford Conn 2nd C

# CENTRAL MOTOR COMPANY

SALES Ford SERVICE

THE UNIVERSAL CAR

BAKER, OREGON

August 11, 1926.

Mr. H. G. Smith,
Division Engineer,
Oregon State Highway Commission,
La Grande, Oregon.

Dear Sir:

We have recently addressed a communication to the Department at Salem, Oregon for Mr. J. J. Fuller who advised that he did considerable work for A. D. Kern Company on which he has not been able to get a settlement for the hauling done.

Will you please advise us whether or not the A. D. Kern Company have received final settlement in order that we may be in position to advise Mr. Fuller regarding this.

Very truly yours,

NCC:HDR

CENTRAL MOTOR COMPANY,

By Norman C. Cowan

ANSWERED
H. B. Q.

ON THE "OLD OREGON TRAIL"

August 7, 1926.

Central Motor Company,
Baker, Oregon.

NOTED
J H. SCOTT

Gentlemen:

Your letter of July 30, stating that Mr. J. J. Fuller of Baker did some subcontract work for the A. D. Kern Company on the North Powder-Muddy Creek Road and asking information about the settlement, has been received.

The work on the North Powder-Muddy Creek Road was done by E. B. Bishop, whose address is now 1401 Willamette Street, Eugene. The work which the A. D. Kern Company were doing in the vicinity of Baker was on the state highway improvement. I understand that Mr. Bishop's work has been finalled, but do not know whether or not the A. D. Kern work has been. If you will write to Mr. H. G. Smith, Division Engineer at La Grande, he can give you the information in regard to the status of the A. D. Kern contract.

Very truly yours,

J. H. Scott,
Market Road Engineer.

JHS:HI

CENTRAL MOTOR COMPANY

SALES Ford SERVICE

THE UNIVERSAL CAR

BAKER, OREGON

July 10, 1926.

ANSWERED
J. H. SCOTT

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Mr. J. J. Fuller of Baker, Oregon who did some contract work on a sub-contract under W. L. Kurn Company of Portland, Oregon on the North Powder Muddy Creek Road.

Mr. Fuller is heavily indebted to us and has had us write several communication to the W. L. Kurn Company requesting settlement on his contract. In each one of their replies these gentlemen have advised us that the final estimates have never been paid. Inasmuch as this job has been completed now three months we would like to have you advise us for Mr. Fuller whether or not this job has been paid and if it has not been paid what is holding it up as he is extremely anxious to get his money.

Yours truly,

[illegible]

[illegible]

[illegible]

ON THE "OLD OREGON TRAIL"

PR #118

August 18, 1926.

Newport Construction Company,
Bandle, Washington.

Attention Mr. Robert Brooks

Gentlemen:

Reference is made to your letter of August 10, requesting information as to the quantities of crushed rock furnished by contractors A. D. Kern and Homer Johnson in connection with the surfacing of the Emigrant Hill Section and the Meacham Overcrossing Section.

A total of 19,407.0 cubic yards of crushed rock was furnished by contractor A. D. Kern for the Emigrant Hill Section.

The work on the Meacham Overcrossing Section has been completed, but the final estimate for same has not yet been received from the field. As soon as this final estimate comes in, information as to the quantities of crushed rock furnished by Contractor Homer Johnson will be supplied.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

# NEWPORT CONSTRUCTION CO.

INCORPORATED 1904

RAILROAD AND HIGHWAY CONTRACTORS
CONCRETE WORK AND BRIDGES

317 EXCHANGE BLDG.

Randle, Wash.
~~PORTLAND, OREGON.~~ August 10, 1926

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This company, being unable to figure properly on highway surfacing in Oregon of late, has had some crushing plants rented out to other contractors on a yardage basis, the amounts due us to be arrived at from quantities on your final estimates.

For this purpose will you please have sent to us at this address the quantities of crushed material of all sizes, both spread on the road and maintenance, by Homer Johnson on the Meacham Overcrossing work, and A.D. Kern on the Emigrant Hill work, provided the final figures are available for us to render statements from.

Thanking you in advance I am

Yours very truly,

Robt. Drake. Secy.

2045
23036
2704
1622.9
29407.9

Emigrant Hill

OQ 118

August 9, 1926.

Hartford Accident & Indemnity Company,
501 Spalding Building,
Portland, Oregon.

Attention Mr. H. Lee Jansen,
Special Agent Surety Department.

Gentlemen:

Replying to your letter of the 7th inst. concerning the final status of contract awarded to A. D. Kern for surfacing the Emigrant Hill Section of the Old Oregon Trail, will say that the figures and statements contained in your letter are substantially correct. We might add, however, that the amount paid to the contractor was not quite all that he earned for the reason that some $451.51 was deducted from the amount earned by him, to cover rental charges for equipment which he secured from this department.

A complete statement is as follows:

| | |
|---|---|
| Total amount earned by contractor | $58,284.96 |
| Amount deducted for rental state owned equipment | 451.51 |
| Amount paid to the contractor | $57,833.45 |

This total amount paid to the contractor includes $234.78 which was earned by him in connection with force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

R. M. BISSELL, *President*
CHAS. R. CHASE, *Chairman Board of Directors*
J. COLLINS LEE, *Secretary*
D. J. GLAZIER, *Secretary-Treasurer*
R. C. L. HAMILTON, *Comptroller*

# HARTFORD ACCIDENT AND INDEMNITY COMPANY

HARTFORD, CONNECTICUT

DIXWELL HEWITT, *Resident Vice-President*
JOY LICHTENSTEIN
*Manager*

OREGON SERVICE OFFICE
SURETY DEPARTMENT
H. LEE JANSEN, SPECIAL AGENT
501-4 SPALDING BUILDING

PACIFIC DEPARTMENT
430 CALIFORNIA STREET
SAN FRANCISCO

*Portland, Oregon*
August 7, 1926.

Mr. Roy A. Klein,
Engineer State Highway Commission
Salem, Oregon.

Dear Sir:

Re: Bond #475688 A.D.Kern, surfacing and resurfacing Emigrant Hill Section Old Oregon Trail Highway.

We understand that the contract covered by our bond was completed and accepted as of May 12, 1926. It is also our understanding that the total amount paid the contractor was $57,853.45 of which amount $234.78 was force account.

The original contract price was $52,867.00. These figures show that the final cost exceeded the estimate $4,986.00. We would appreciate receiving a confirmation of this.

Thanking you, we are,

Very truly yours,

H. Lee Jansen

Special Agent Surety Dept.

J/n

H. B. O.

July 14, 1926.

Fidelity & Deposit Company of Maryland,
D. E. Gorton, Agent,
Casco Building,
Portland, Oregon.

Dear Sir:

With further reference to the matter of the claim of the Gray Brothers Grocery Company against Swartley Brothers, notice of which was given you yesterday, we wish to say that we have today received a certified copy of the notice of this claim which has been filed in the office of the Secretary of State, and at his request we are mailing one certified copy of this claim to you herewith, since you appear as the surety on the bond furnished by Swartley Brothers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

blc/er

118

July 14, 1926.

Swartley Brothers,
Corvallis, Oregon.

Gentlemen:

We wrote you yesterday, advising you of the claim of the Gray Brothers Grocery Company against yourselves in the sum of $2,628.90.

Notice of this claim has been filed in the office of the Secretary of State, and we have today sent you three certified copies of the same, one copy of which is being mailed to you at his request. The same is enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Slaiger,
Chief Clerk.

hbg/er

enclosure

#783 308.1

09-118

July 14, 1926.

Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention H. J. Haas, Filing Division

Dear Sir:

We acknowledge receipt of your letter of the 10th instant, enclosing three certified copies of the claim of Gray Brothers Grocery Company against Swartley Brothers, it being in the sum of $2,628.98 for moneys loaned and materials and supplies furnished them in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

July 10, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Proebstel & Schmidt, Attys, Pendleton, Oregon, and filed as of this date, a notice of claim by Gray Bros. Grocery Company for moneys loaned and for materials and supplies furnished in the sum of $2628.98 against the bond taken from Swartley Brothers, and the Fidelity & Deposit Company of Maryland, surety, for construction work on the Old Oregon Trail Highway in Umatilla County, Oregon, under Contract No. 783.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the prinicpal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

H. B. G.

# United States of America

## STATE OF OREGON

To the State of Oregon and Sam A. Kozer, Secretary of State, Greetings:

NOTICE IS HEREBY GIVEN that Gray Bros. Grocery Co., a corporation, existing under the laws of the State of Oregon, with its principal place of business at Pendleton, Oregon, has a claim for moneys loaned and expended solely and wholly for labor, material and supplies and for materials and supplies furnished to and used by Leonard Bottineau and Dan Tusco, a sub-contractor of Kosi, Taylor Bros. & Paquet, subcontractors of Swartley Bros. between the 24th day of April, 1925, and the 30th day of September, 1925, both dates inclusive in the sum of $2628.98; said claim is against the bond taken from Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley and against the Fidelity & Deposit Company of Maryland, surety on said bond, which said bond was given for work and construction as follows:

For construction under that certain highway contract known as Contract No. 783, dated March 26th, 1925, wherein the work contracted to be done consists of 12.58 miles of road bed widening and alignment betterment on the Old Oregon Trail Highway in Umatilla County, Oregon, which project begins at Station 348 on said highway, which said station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extends east and south to Station 1044.93.6, which station is at Dead Man's Pass in the Blue Mountains.

Dated at Pendleton, Oregon this 9th day of July, 1926.

Gray Bros. Grocery Co.

By J. J. COX
Secretary.

ENDORSED:

File No. 528
Filed July 10, 1926, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Gray Bros. Grocery Co., for moneys loaned and or materials and supplies furnished in the sum of $2628.98 against the bond taken from Swartley Brothers, and the Fidelity & Deposit Company of Maryland, surety, for construction work on the Old Oregon Trail Highway in Umatilla County, Oregon, under Contract No. 783, with the original notice of claim filed in the office of the Secretary of State on July 10, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of July, A. D. 1926.

Sam A. Kozer

Secretary of State

By _____

Deputy

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Gray Bros. Grocery Co., for moneys loaned and or materials and supplies furnished in the sum of $2628.98 against the bond taken from Swartley Brothers, and the Fidelity & Deposit Company of Maryland, surety, for construction work on the Old Oregon Trail Highway in Umatilla County, Oregon, under Contract No. 783, with the original notice of claim filed in the office of the Secretary of State on July 10, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of July, A. D. 1926.

Sam A. Kozer

Secretary of State

By _____

Deputy

July 15, 1924.

Fidelity & Deposit Company of Maryland,
D. E. Gorton, Agent,
Casco Bldg.,
Portland, Oregon.

Dear Sir:

This letter is to advise you as surety on the bond furnished by Swartley Brothers in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail, State Highway Contract No. 785, that we have received from Proebstel & Schmidt, attorneys at law, Pendleton, Oregon, a notice of the claim of the Gray Brothers Grocery Company against Swartley Brothers, it being for money loaned to Leonard Bottineau and Dan Tacco, and also for materials and supplies furnished to these two men as subcontractors under Keel, Taylor Brothers & Paquet, subcontractors under Swartley Brothers, in connection with this project. The amount of this claim is $2,628.96.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

hbg/w

09-118

July 15th, 1926.

Swartley Brothers,
Contractors,
Corvallis, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Proebstel & Schmidt, attorneys at law, Pendleton, Oregon, notice of the claim of the Gray Brothers Grocery Company against yourselves in the sum of $2,630.98, it being for moneys loaned to Leonard Bottineau and Dan Tacco, and also for materials and supplies furnished these two men, whom it appears are sub-contractors under Keal, Tyler Brothers & Paquet, subcontractors under yourselves in connection with your contract for the widening of the Emigrant Hill Section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

ebg/mr

G-#783-3885

09-117

July 15, 1926.

Probstel & Schmidt,
Attorneys at law,
Court House,
Pendleton, Oregon.

Attention Fred R. Schmidt

Dear Sirs

We acknowledge receipt of your letter of the 9th instant, enclosing an affidavit of the claim of the Gray Brothers Grocery Company against Smartley Brothers, in the sum of $2,628.98, for labor, materials and supplies furnished them in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail, State Highway Contract No. 783.

Complying with your request, we are mailing to you herewith a certified copy of the contract and bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

PROEBSTEL

FRED E. SCHMIDT

**PROEBSTEL & SCHMIDT**
ATTORNEYS AT LAW
COURT HOUSE

PENDLETON, OREGON. July 9, 1926.

State Highway Commission,

Salem, Oregon.

Dear Sirs:- Enclosed please find application of Gray Bros. Grocery Co. of this place for a certified copy of contract and bond said contract being between the Highway Commission and Swartley Bros. for highway work on the Old Oregon Trail Highway in this County, said contract being No. 783, covering Project No. 365 I think. Thanking you for your attention to this matter, we are

Very truly yours,

ACKNOWLEDGED
H. B. G.

Proebstel & Schmidt,
Per Fred E. Schmidt

the east corporate limits of the City of Pendleton, and extending to Station 1044.93.6, which station is at Dead Man's Pass in the Blue Mountains, and application is likewise made for a certified copy of the penal bond executed by said Swartley Bros. and surety or sureties as required by Section 8191, Oregon Laws, before engaging in the prosecution of the work provided for in said contract. This application is based upon the affidavit of R.L.Howland, Treasurer of the said Gray Bros. Grocery Co., hereto attached and made a part of this application. Dated at Pendleton, Oregon this 9th day of July, 1926.

Gray Bros. Grocery Co.,
By R.L. Howland
Treasurer.

To the State Highway Commission of the State of Oregon and the Secretary of said Commission:

Salem, Oregon.

Application is hereby made to the aforesaid Commission by Gray Bros. Grocery Co. of Pendleton, Oregon, for a certified copy of that cert in contract entered into between Swartley Bros. and the Highway Commission of the State of Oregon, wherein and whereby the said Swartley Bros. contracted with the said Highway Commission for road bed widening and alignment betterment on the Old Oregon Trail Highway in Umatilla County, Oregon, beginning at Station 348 on said highway, which said station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extending to Station 1044.93.6, which station is at Dead Man's Pass in the Blue Mountains, and application is likewise made for a certified copy of the penal bond executed by said Swartley Bros. and surety or sureties as required by Section 2991, Oregon Laws, before engaging in the prosecution of the work provided for in said contract. This application is based upon the affidavit of R.L.Howland, Treasurer of the said Gray Bros. Grocery Co., hereto attached and made a part of this application.

Dated at Pendleton, Oregon this 9th day of July, 1926.

Gray Bros. Grocery Co.,

By R.L. Howland

Treasurer.

To the State Highway Commission of the State of Oregon and the

Secretary of said Commission:

Salem, Oregon.

Application is hereby made to the aforesaid Commission by Gray Bros. Grocery Co. of Pendleton, Oregon, for a certified copy of that certain contract entered into between Swartley Bros. and the Highway Commission of the State of Oregon, wherein and whereby the said Swartley Bros. contracted with the said Highway Commission for road bed widening and alignment betterment on the Old Oregon Trail Highway in Umatilla County, Oregon, beginning at Station 348 on said highway, which said station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extending to Station 1044.93.6, which station is at Dead Man's Pass in the Blue Mountains, and application is likewise made for a certified copy of the penal bond executed by said Swartley Bros. and surety or sureties as required by Section 2891, Oregon Laws, before engaging in the prosecution of the work provided for in said contract. This application is based upon the affidavit of R.L.Howland, Treasurer of the said Gray Bros. Grocery Co., hereto attached and made a part of this application.

Dated at Pendleton, Oregon this 9th day of July, 1926.

Gray Bros. Grocery Co.,

By R.L. Howland

Treasurer.

ATTORNEY H B.G.

STATE OF OREGON, )
: ss.
County of Umatilla. )

I, R.L.Howland, being first duly sworn, depose and say: that I am the Treasurer of Gray Bros. Grocery Co., a corporation existing under the laws of the State of Oregon, with its principal place of business at Pendleton, Oregon; that the said Gray Bros. Gorcery Co. loaned money to Leonard Bottineau and Dan Tasco which money was expended solely and wholly for labor, materials and supplies, and also furnished materials and supplies to said Leonard Bottineau and Dan Tasco, all of which were used by the said Leonard Bottineau and Dan Tasco as subcontractors of Kesl, Taylor Bros. & Paquet, sub-contractors of Swartley Bros., in the performance of that certain contract between the said Swartley Bros. and the Highway Commission of the State of Oregon, said contract being dated on or about the 26th day of March, 1925, wherein t e work contracted to be done consists of 12.58 miles of raod bed widening and alignment betterment on the Old Oregon Trail Highway in Umatilla County, Oregon, which project begins at Station 348 on said highway, which station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extends east and south to Station 1044.93.6, which station is at Dead Man's Pass in the Blue Mountains; that the said Gray Bros. Grocery Co., has not been paid for the money so loaned or for the materials and supplies furnished; and that the indebtedness to the said Gray Bros. Grocery Co. by reason thereof is the sum of $2628.98; that I make this affidavit for the purpose of securing and in support of an application for a certified copy of the Contract and Bond entered into by the said Swartley Bros. and the State Highway Commission of the State of Oregon.

R.L.Howland

Subscribed and sworn to before me this 9th day of July, 1926.

Fred E. Schmidt

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES DEC. 1, [illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

July 7, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention Mr. Probert.

Receipt is acknowledged of supplemental papers with request for project agreement on Oregon-118 showing 75% Indian and 25% non-Indian lands.

It is noted that quantities are divided on the basis of 75 and 25 percent. This method would be permissible if the project were uniform throughout, but on this project the excavation is not uniform, and it may be necessary to segregate the quantities as they actually occur on the Indian and non-Indian sections.

Also on Montana Indian projects it has been necessary to have the right-of-way maps and Land Status tabulations signed by the Indian Superintendent as correct, and our Washington Office may require the same procedure on this project.

We will, however, forward the papers as received with our recommendation for approval; but it may be necessary later to make the changes noted above.

Very truly yours,

C. H. PURCELL
District Engineer

Acting

#832-18Kc
09 118

July 6, 1926.

Hartford Accident & Indemnity Company,
John Kern Company, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 832 for the construction of the Emigrant Hill Section of the Old Oregon Trail in Umatilla County consisting of 16.7 miles of resurfacing has been completed by the contractor, A. D. Kern and that final settlement will be made by the State with said contractor for work done under said contract on or after July 15th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

June 19, 1926. No 118

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

In accordance with your request of the 18th inst., we are enclosing herewith four copies of a revised statement showing ownership of lands traversed by the Emigrant Hill Section, Oregon Project No. 118.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

S

Dict by J. W. DeBoom/AP

Encl.

STATEMENT OF OWNERSHIP OF LANDS TRAVERSED BY THE EMIGRANT HILL SECTION

OREGON FEDERAL AID PROJECT 118

| Station to Station | | Name | Description | Status | Length in Feet: From Patent | Deeded |
|---|---|---|---|---|---|---|
| | | | Twp. 2N. R. 33 E. W.M. | | | |
| 545+00 | 551+70 | J. W. Terry | SE 1/4 of SE 1/4 Sec 14 | Deeded | - - | 670' |
| 551+70 | 556+20 | J. W. Terry | SW 1/4 of SW 1/4 Sec 13 | " | | 450' |
| 556+20 | 572+40 | Mary Bennett | NW 1/4 of NW 1/4 Sec 24 | TR.Pat. | 1620' | - |
| 572+40 | 588+60 | Charley Bennett | S 1/2 of NW 1/4 Sec 24 | " | 1620' | - |
| 588+60 | 603+20 | Chas. E. Sherrell NE¼ of SW¼ Sec. 24 | | Deeded | - - | 1460' |
| 603+20 | 604+10 | Catholic School | SE 1/4 of SW 1/4 Sec 24 | " | | 90' |
| 604+10 | 617+30 | Catholic School | SW 1/4 of SE 1/4 Sec 24 | " | - - | 1320' |
| 617+30 | 644+80 | Joseph Picard | W 1/2 of NE 1/4 Sec 25 | " | - - | 2721' |
| 644+80 | 656+70 | Wm. Shoemig & wife | NW 1/4 of SE 1/4 Sec 25 | " | - - | 1191 |
| 656+70 | 667+60 | Marie Rainville | E 1/2 of NE 1/4 Sec 25 | Tr.Pat | 1090' | - |
| 667+60 | 685+50 | Wm. Shoemig & wife | W 1/2 of SE 1/4 Sec 25 | Deeded | - - | 1793' |
| 685+50 | 692+20 | not known | NE 1/4 of SW 1/4 Sec 25 | Tr.Pat | 670' | - |
| 692+20 | 721+30 | Jeanette Hung | SE 1/4 of SW 1/4 Sec 25 | " | 2910' 345 | |
| | | | NE 1/4 of NW 1/4 Sec 36 | " | 1895 | |
| 721+30 | 729+50 | Louise Sampson | SE 1/4 of NW 1/4 Sec 36 | " | 820' | |
| 729+50 | 736+70 | Eleanor Thompson | SW 1/4 of NE 1/4 Sec 36 | " | 720' | |
| 736+70 | 751+20 | Rosie Badroads | NW 1/4 of SE 1/4 Sec 36 | " | 1450' | |
| 751+20 | 753+90 | Arthur Campbell | NE 1/4 of SE 1/4 Sec 36 | " | 270' | |
| 753+90 | 769+60 | Wm. Hung | SE 1/4 of SE 1/4 Sec 36 | " | 1570' | |
| | | | Twp 2 N; R. 34 E. | | | |
| 769+60 | 776+00 | Ralph Gotierres | SW 1/4 of SW 1/4 Sec 31 | " | 640' | |
| | | | Twp 2 N; R. 33 E | | | |
| 776+00 | 782+00 | Wm. Hung | SE 1/4 of SE 1/4 Sec 36 | " | 600' | |
| | | | Twp 1 N; R. 33 E | | 1729 | |
| 782+00 | 799+40 | Samuel Lutan | NE 1/4 of NE 1/4 Sec 1 | " | 1740' | |
| | | | Twp 1 N; R. 34 E. | | | |
| 799+40 | 818+40 | Elizabeth Badroads | NW 1/4 of NW 1/4 Sec. 6 | " | 1900' | |
| | | | Twp 2 N; R. 34 E | | | |
| 818+40 | 835+70 | Ralph Gotierres | SW 1/4 of SW 1/4 Sec 31 | " | 1730' | |
| 835+70 | 840+00 | Joseph Picard | SE 1/4 of SW 1/4 Sec 31 | " | 430' | |
| | | | Twp 1 N; R. 34 E. | | 408 | |
| 840+00 | 860+20 | Elizabeth Badroads | N 1/2 of NW 1/4 Sec 6 | " | 2020' | |
| 860+20 | 873+20 | Fay C. Allen | SE 1/4 of NW 1/4 Sec 6 | " | 1300' | |
| 873+20 | 878+20 | Edgar Billy | NW 1/4 of NE 1/4 Sec 6 | " | 500' | |
| 878+20 | 886+00 | Edgar Billy | W 1/2 of NW 1/4 of NE 1/4 Sec. 6 | " | 778 780' | |
| 886+00 | 900+70 | State of Oregon | E 1/2 of " " " | Deeded | - | 1470' |
| 900+70 | 906+70 | Edgar Billy | SW 1/4 of NE 1/4 Sec. 6 | TR Pat. | 600' | |
| 906+70 | 923+50 | Emma Barnhart | SE 1/4 of NE 1/4 Sec 6 | Tr. Pat | 1625' 1353. | |

| Station | | Name | Description | Status | Length in Feet Tr Pat. | Deeded |
|---|---|---|---|---|---|---|
| 723+80 | 726+80 | James R. Thompson | NE 1/4 of NE 1/4 Sec 8 | Deeded | - | 3400 |
| 726+80 | 742+80 | James R. Thompson | NW 1/4 of SW 1/4 Sec 5 | " | - | 1600 |
| 742+80 | 745+80 | Levi Van Pelt | NE 1/4 of SW 1/4 Sec 5 | Tr Pat. | 340 | |
| 745+80 | 763+10 | John Fisher | SE 1/4 of SW 1/4 Sec 5 | Deeded | - | 1730 |
| 763+10 | 777+70 | Rachel E. Van Pelt | NW 1/4 of NE 1/4 Sec 8 | Tr. Pat. | 1460 | |
| | | | S 1/2 of NE 1/4 Sec 8 | Tr. Pat. | 970 | |
| 777+70 | 787+40 | James Crane | NE 1/4 of NE 1/4 Sec 8 | Deeded | - | 1500 |
| 787+40 | 800+40 | Sarah McKay | NW 1/4 of NW 1/4 Sec 9 | Tr Pat. | 4680 | |
| 800+40 | 825+10 | Elizabeth Marciano | SE 1/4 of SW 1/4 Sec 4 | " | 1551 | |
| 825+10 | 854+70 | Ingram Alexander | SW 1/4 of NE 1/4 Sec 4 | " | 2961 | |
| | | | SE 1/4 of NE 1/4 Sec 4 | " | 290 | |
| 854+70 | 857+30 | Vapons | NE 1/4 of NE 1/4 Sec 4 | Tr Pat | 1140 | |
| 857+30 | 868+70 | Mary Johnson | NW 1/4 of SW 1/4 Sec 3 | " | 570 | |
| 868+70 | 874+40 | Julian Minthorn | SW 1/4 of SW 1/4 Sec 3 | Deeded | - | 980 |
| 874+40 | 882+40 | Peoples Warehouse | SE 1/4 of SW 1/4 Sec 3 | " | - | 680 |
| 882+40 | 890+20 | Not Known | NE 1/4 of SW 1/4 Sec 3 | Tr Pat | 760 | |
| 890+20 | 897+20 | Taniet | NE 1/4 of SW 1/4 Sec 3 | " | 100 | |
| 897+20 | 898+20 | Julia Minthorn | NW 1/4 of NE 1/4 Sec 3 | " | 1410 | |
| 898+20 | 912+30 | Josephine Yanowit | NE 1/4 of NE 1/4 Sec 3 | " | 1740 | |
| 912+30 | 929+70 | Yow Yowithem | NW 1/4 of SW 1/4 Sec 2 | " | 3400 | 3082 |
| | | | S 1/2 of NW 1/4 Sec 2 | " | 3000 | 3597 |
| 929+70 | 964+50 | Archibald Halfmoon | S 1/2 of NE 1/4 Sec 2 | " | 1460 | 1451 |
| 964+50 | 1000+60 | Willis Williams | SW 1/4 of NW 1/4 Sec 1 | " | 1690 | |
| 1000+60 | 1015+10 | Joe & Anna Hays | NE 1/4 of NW 1/4 Sec 1 | " | 855 | 935 |
| 1015+10 | 1032+00 | Bertha Martin | NW 1/4 of NE 1/4 Sec 1 | " | 854 | |
| 1032+00 | 1041+40 | Masson | | | | |
| 1041+40 | 1044+84 | Joseph Minthorn | | | 12,116 | 17,365 |
| | | | | | 976 | |
| | | | | | 11,140 | 16,389 |

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

June 19, 1926.

R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of property ownership list, estimate, and 400 ft. scale map for Oregon Federal aid project #118, Emigrant Hill section of the Old Oregon Trail, on which you are requesting 100% Federal aid on the Indian land.

Since Oregon Federal aid #83 was submitted, new instructions have been received relative to the necessary information to be shown on the ownership sheets. This was necessary as trouble had been experienced by both the Indian Office and this Bureau in determining the status of lands traversed.

It is now required that each project on which 100% Federal aid is requested be accompanied by a statement, which should be obtained by the State from the Superintendent of the reservation, which will show the following:

| Sta. to Sta. | Name | Description | Status (Fee, Trust, or Tribal) | Length in feet |
|---|---|---|---|---|
| | | | | |

Will you please send corrected ownership sheets for Oregon Federal aid project #118 to conform to the above.

Yours very truly,
C. H. PURCELL, District Engineer,

By L. M. Davis
Acting

June 23, 1924.

Fidelity & Deposit Company of Maryland,
c/o Mr. D. M. Gorton, Agent,
Gasco Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice which has been filed in the office of the Secretary of State by the Cloverleaf Dairy and Market, it being for groceries, meats, etc. furnished Swartley Brothers in the sum of $487.55 and used in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM
Encl.

June 23, 1926.

Swartley Brothers,
Corvallis, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice which has been filed in the office of the Secretary of State by the Cloverleaf Dairy and Market, it being their claim for groceries, meats, etc. furnished you in the sum of $427.53 and consumed in connection with your contract for the widening of the Emigrant Hill Section of the Old Oregon Trail.

This notice is sent you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEI..
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

June 23, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Haas, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 19th inst. enclosing three copies of notice of the claim of the Cloverleaf Dairy and Market against Swartley Brothers, it being for groceries, meats, etc. furnished Swartley Brothers in the sum of $427.53 and consumed in connection with their contract for the widening of the Emigrant Hill Section of the Old OregonTrail.

Please be informed that we are today furnishing copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. K[illegible],
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

SALEM

#783
Surety Co. Hold
Fidelity & Deposit Co/Maryland
Wm Gaston
Jones

June 19, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from R. I. Keator, Room 24, Stangier Building, Pendleton, Oregon, and filed as of this date, a notice of claim by the Clover Leaf Dairy and Market for groceries, meats, vegetables and supplies of food-stuffs furnished in the sum of $427.53 against the bond taken from Swartley Brothers and the Fidelity & Deposit Company of Maryland, for construction work on the Old Oregon Trail Highway in Umatilla County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

H. B. G.

COPY

TO THE STATE OF OREGON AND TO SAM KOZER, SECRETARY OF STATE, GREETING.

NOTICE IS HEREBY GIVEN that Clover Leaf Dairy and Market, a Corporation, organized and existing under and by virtue of the law of the State of Oregon, has a claim for groceries, meats, vegetables and supplies of food-stuffs furnished to and used by A. H. Reed, a subcontractor under the Contract of Swartley Bros. between the 26th day of April, 1925, and the 19th day of August, 1925, both dates inclusives, in the sum of ($427.53) Four Hundred and Twenty-seven and 53/100 Dollars against the bond taken from Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley, and from the Fidelity & Deposit Company of Maryland, surety on said Bond, for the work of construction under that certain highway Contract known as Contract No. 783, dated March 26th, 1925, wherein the work contracted to be done consists of 12.58 miles of road bed widening and alignment bettering on the Old Oregon Trail Highway in Umatilla County, Oregon, which project begins at Station 348 on said highway, which said Station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extends east and south to Station 1044.93.6, which station is at DeadMan's Pass in the Blue Mountains and which project includes the whole of the stations within those limits excepting a station 3000 feet in length between Station 409 and 439 which latter section has been previously improved to required standard.

Dated at Pendleton, Oregon this_____day of June, 1926.

Clover Leaf Dairy and Market

By S. B. RAMSDELL

President

(SEAL)

Attest H. S. CRISPIN

Secretary.

ENDORSED:

File 521
Filed June 19, 1926, SAM A. KOZER, Secretary of State.

PQ 118

June 23, 1926.

Swartley Brothers,
Corvallis, Oregon.

Gentlemen:

At the request of the Secretary of State we are forwarding you herewith copy of notice which has been filed in his office by Mr. S. A. Pennick, it being in the sum of $368.98 and is for hay, grain, feed and food stuffs furnished you in that amount and used by you in connection with your contract for the widening of the Emigrant Hill Section of the Old Oregon Trail.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

June 23, 1926.

Fidelity & Deposit Company of Maryland,
c/o D. E. Corton, Agent,
Gasco Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing to you herewith copy of notice of the claim which has been filed in his office by S. A. Penrick, it being his claim against Swartley Brothers for produce furnished them in the sum of $568.96 and used in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Swartley Brothers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH
Encl.

June 23, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 19th inst. enclosing three copies of the claim of S. A. Pennick against Swartley Brothers, it being for produce furnished Swartley Brothers in the sum of $368.96 and used in connection with their contract for widening the Emigrant Hill Section of the Old Oregon Trail.

Please be informed that we are forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

DEPARTMENT OF STATE
SALEM

June 19, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer,Chief Clerk)

This is to advise that we have received from R. I. Keator, Room 24, Stangier Building, Pendleton, Oregon, and filed as of this date, a notice of claim by S. A. Pennick, doing business under the name of Pendleton Flour and Grain Co., for hay, grain, feed and feed-stuffs furnished in the sum of $368.96 against the bond taken from Swartley Brothers and the Fidelity & Deposit Company of Maryland, for construction work on the Old Oregon Trail Highway in Umatilla County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

H. B. G.

COPY

TO THE STATE OF OREGON AND TO SAM KOZER SECRETARY OF STATE, GREETING:

NOTICE IS HEREBY GIVEN that S. A. Pennick, an individual doing business under the firm name and style of Pendleton Flour and Grain Co., of Pendleton, Umatilla County, Oregon, has a claim for Hay, grain, feed and food-stuffs furnished to and used by A. H. Reed, a subcontractor under the Contract of Swartley Bros. between the 28th, day of April, 1925, to the 14th day of September, 1925, both dates inclusive, in the sum of Three Hundred and Sixty-eight and 96/100 Dollars ($368.96) against the bond taken from Swartley Brothers a partnership composed of C. M. Swartley and A. M. Swartley, and from the Fidelity & Deposit Company of Maryland, surety on said bond, for the work of construction under that certain highway contract known as Contract No. 783, dated March 26th, 1925, wherein the work contracted to be done consists of 12.58 miles of road bed widening and alignment bettering on the Old Oregon Trail Highway in Umatilla County, Oregon, which project begins at Station 348 on said highway which said Station is approximately 6.7 miles east of the east corporate limits of the City of Pendleton, and extends east and south to Station 1044.96.6, which station is at Dead Man's Pass in the Blue Mountains and which project includes the whole of the stations within those limits excepting a section 3000 feet in length between Station 409 and 439 which latter section has been previously improved to required standard.

Dated at Pendleton, Oregon this 16th day of June, 1926.

S. A. PENNICK

ENDORSED:

File 522

Filed June 19, 1926, SAM A. KOZER, Secretary of State.

PR* 118

June 21, 1926.

Mr. O. E. Carter,
Resident Engineer,
Pendleton, Oregon.

Dear Sir:

On your payroll for October 1925 there appears the time of F. E. Barnes, truck driver of seven hours on October 11, charged against 20 PE-1-436 in amount of $5.50, with no explanation of the nature of the work performed. As it is necessary to prepare an invoice, billing the contractor for the above amount, it will be necessary to supply this office with information as to the nature of the work performed.

Kindly give this matter your early attention as final payment to the contractor on job 20 PE-1 can not be made until this invoice is prepared.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

cc Mr. H. G. Smith,
LaGrande, Oregon.

Dear Sir:-

In accordance with your letter of June 1st, we are returning herewith all intermediate vouchers covering work performed on Oregon Federal aid project #115, Emigrant Hill section of the Old Oregon Trail.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

...ENT OF AGRICULTURE.
...OF PUBLIC ROADS.
DISTRICT No. 1.

POST OFFICE BUILDING.
PORTLAND, OREG.

June 15, 1926.

Mr. R. A. Elwin,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In accordance with your letter of June 1st, we are returning herewith all intermediate vouchers covering work performed on Oregon Federal aid project #115, Emigrant Hill section of the Old Oregon Trail.

Yours very truly,
C. H. PURCELL, District Engineer.

By _____
Acting

DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE NO.——

June 15, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In accordance with your letter of June 1st, we are returning herewith all intermediate vouchers covering work performed on Oregon Federal aid project #115, Emigrant Hill section of the Old Oregon Trail.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Paid Voucher destroyed
$6,056.60
7.54

June 7, 1926

FR 116

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

In accordance with our letter of recent date, relative to federal cooperation on the Emigrant Hill Section, Oregon Project 116, we are enclosing herewith six copies of revised estimate as basis for project agreement and four copies of a statement showing the classes of title on the different portions of the project.

We are now working on the preparation of a 400 feet scale map showing the various ownerships, and four blue print copies will be forwarded to you as soon as the map is completed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Encls.

## STATEMENT OF CLASSES OF TITLES ON LANDS TRAVERSED

## BY THE ENGINEER HILL SECTION

## OREGON PROJECT 116

| Station | | to Station | | Length Across Fed Patent Lands | Length Across Trust Patent Lands |
|---|---|---|---|---|---|
| 340+00 | | 355+85 | | 785 | - - |
| 355+85 | | 385+70 | | - - | 3,185 |
| 385+70 | | 438+77 | Eq | 5107 | - - |
| 438+48 | Eq | 444+85 | | 585 | - - |
| 444+85 | | 466+45 | | - - | 2,160 |
| 466+45 | | 485+21 | Eq | 1,876 | - - |
| 485+56 | Eq | 486+10 | | 75 | - - |
| 486+10 | | 629+50 | Eq | - - | 14,340 |
| 629+51 | Eq | 668+00 | | - - | 3,810 |
| 668+00 | | 700+60 | | 1,360 | - - |
| 700+60 | | 716+15 | Eq | - - | 1,555 |
| 716+70 | Eq | 723+00 | | - - | 730 |
| 723+00 | | 741+20 | | 1,820 | - - |
| 741+20 | | 747+60 | | - - | 640 |
| 747+60 | | 758+10 | | 1,150 | - - |
| 758+10 | | 806+35 | | - - | 4,825 |
| 806+35 | | 811+00 | | 765 | - - |
| 811+00 | | 814+00 | Eq | - - | 300 |
| 814+10 | Eq | 874+00 | | - - | 6,070 |
| 874+00 | | 891+00 | | 1,820 | - - |
| 891+00 | | 1344+04 | | - - | 15,324 |
| | | Totals | | 13,351 | 64,125 |
| | | | | 22.1% | 77.9% |

## STATEMENT OF CLASSES OF TITLES ON LANDS TRAVERSED

## BY THE ENGINEER HILL SECTION

## OREGON PROJECT 118

| Station to Station | | | | Length Across Non Patent Lands | Length Across Trust Patent Lands |
|---|---|---|---|---|---|
| | | | | | -- |
| 360+00 | | 387+85 | | 785 | 3,185 |
| 387+85 | | 392+78 | | -- | -- |
| 392+78 | | 438+77 | Eq | 5107 | -- |
| 438+77 | Eq | 446+85 | | 385 | 1,160 |
| 446+85 | | 466+48 | | -- | -- |
| 466+48 | | 485+21 | Eq | 1,575 | -- |
| 485+21 | Eq | 486+19 | | 75 | 14,349 |
| 486+19 | | 529+89 | Eq | -- | 5,519 |
| 529+81 | Eq | 686+00 | | -- | -- |
| 686+00 | | 700+00 | | 1,560 | 1,353 |
| 700+00 | | 716+15 | Eq | -- | 720 |
| 716+70 | Eq | 728+80 | | -- | -- |
| 728+80 | | 741+20 | | 1,020 | 640 |
| 741+20 | | 747+00 | | -- | -- |
| 747+00 | | 759+10 | | 1,150 | 4,455 |
| 759+10 | | 803+35 | | -- | -- |
| 803+35 | | 811+00 | | 765 | 200 |
| 811+00 | | 814+08 | Eq | -- | 6,070 |
| 814+10 | Eq | 874+80 | | -- | -- |
| 874+80 | | 891+00 | | 1,620 | 15,284 |
| 891+00 | | 1044+84 | | -- | |
| | | Totals | | 18,555 | 54,133 |
| | | | | 22.1% | 77.9% |

Oregon State Highway Department — Project 118

## EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL

## IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem, Oregon, June 7, 1934.

**Portion on Trust Patent Lands - 75%**

| All Required | | | | |
|---|---|---|---|---|
| | | Clearing and Grubbing | | $ 225.00 |
| 23,625 | cu.yds | Common Excavation | .40 | 9,450.00 |
| 13,250 | cu.yds | Intermediate Excavation | .60 | 7,950.00 |
| 31,125 | cu.yds | Solid Rock Excavation | 1.30 | 40,462.50 |
| 60,000 | cu.yds.sta. | Overhaul | .05 | 3,000.00 |
| 1,000 | cu.yds | Earth Cushion | .50 | 750.00 |
| 960 | lin.ft. | 12" Corr. Galv. Iron Pipe | 1.00 | 1,410.00 |
| 295 | lin.ft | 18" Corr. Galv. Iron Pipe | 2.50 | 697.50 |
| 15 | lin.ft | 24" Corr. Galv. Iron Pipe | 3.50 | 52.50 |
| 15 | lin.ft | 36" Corr. Galv. Iron Pipe | 6.00 | 180.00 |
| 15 | lin.ft | 48" Corr. Galv. Iron Pipe | 9.00 | 135.00 |

**Surfacing**

| | | | | |
|---|---|---|---|---|
| 3,375 | cu.yds | Base Course Surfacing | 1.80 | 6,075.00 |
| 12,375 | Com.yds | Top Course Surfacing | 1.70 | 21,161.25 |
| 6,375 | cu.yds | Filler | .30 | 1,912.50 |
| | | Sub-total | | $ 94,699.25 |
| | | 10% Engr. & Cont. | | 9,466.92 |
| | | Total | | $ 104,166.17 |

**Portion on Fee Patent Lands - 25%**

| All Required | | | | |
|---|---|---|---|---|
| | | Clearing and Grubbing | | $ 75.00 |
| 7,875 | cu.yds | Common Excavation | .40 | 3,150.00 |
| 4,450 | cu.yds | Intermediate Excavation | .60 | 2,670.00 |
| 10,375 | cu.yds | Solid Rock Excavation | 1.30 | 13,487.50 |
| 20,000 | sta.yds | Overhaul | .05 | 1,000.00 |
| 500 | cu.yds | Earth Cushion | .50 | 250.00 |
| 310 | lin.ft | 12" Corr. Iron Pipe | 1.50 | 465.00 |
| 85 | lin.ft. | 18" Corr. Galv. Iron Pipe | 2.50 | 212.50 |
| 5 | lin.ft. | 24" Corr. Galv. Iron Pipe | 3.50 | 17.50 |
| 4 | lin.ft. | 36" Corr. Galv. Iron Pipe | 6.50 | 26.00 |
| 5 | lin.ft. | 48" Corr. Galv. Iron Pipe | 9.00 | 45.00 |

**Surfacing**

| | | | | |
|---|---|---|---|---|
| 1,825 | cu.yds | Base Course Surfacing | $ 1.60 | $ 2,920.00 |
| 4,125 | cu.yds | Top Course Surfacing | 1.70 | 7,388.75 |
| 2,125 | cu.yds | Filler | .30 | 637.50 |
| | | | | $ 31,952.75 |
| | | Sub-total | | |
| | | 10% Engr. & Cont. | | 3,195.28 |
| | | Total | | $ 34,708.02 |

Length of Project 12.58 miles

Cost per mile $ 11,886.11

## SUMMARY

| | Estimated Cost | Federal Aid % | Federal Aid Requested |
|---|---|---|---|
| Trust Patented Lands | $ 104,126.27 | 100% | $104,126.27 |
| Fee Patented Lands | 26,708.02 | 69.9287% | 20,824.59 |
| | $ 130,834.29 | 90% | $124,950.86 |

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

June 4, 1926.

PR 118

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JUN 5 1926
30 PE

Attention Mr. Probert.

Dear Sir:

In reply to your letter of June first in regard to the Emigrant Hill widening across the Umatilla Indian Reservation:

Two tracings have been furnished the Superintendent of the Indian Reservation, one sometime ago, and recently he requested another.

Blue print of the original Federal Aid plan is being returned to you with the classifications of the Indian lands. On this Reservation there are only two types of lands, the Trust Patent lands and those marked deeded on the blue print, which are the Fee Patent lands. There are no tribal entry lands in this vicinity, at least not on the Umatilla Reservation.

The blue print is going forward to day under separate cover.

Very truly yours,

H G Smith

Division Engineer.

HGS V

June 1, 1926.

FR 118

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

We are today in receipt of a letter from the Bureau of Public Roads enclosing a copy of a letter from the Assistant Commissioner of Indian Affairs to Mr. U. L. Babcock, Superintendent of the Umatilla Agency.

One paragraph of this letter relative to the application for right of way across the Indian lands reads as follows:

> "The application is not accompanied by map of location drawn on tracing linen, as required by the regulations, two blue prints only being submitted. Please call upon the county court to furnished the required tracing."

This paragraph would lead us to believe that Mr. Babcock was not aware of the fact that two tracings should have been submitted, and to the further conclusion that probably under these conditions, only one tracing was prepared. We have a blue print in this office showing the revised alignment across the Indian lands, and are of the impression that this print probably was made from the one tracing which was prepared possibly by your office. If it will expedite matters any, we would be very pleased to prepare the additional tracing required in this office, if the first tracing can be sent to us.

The project agreement for federal aid has never been executed on this project, and we have been unable to secure any federal co-operative payments. Owing to the present status of the project, the point now arises that it would be possible for us to secure one hundred per cent federal cooperation on the portion of the project which is within reservation lands. In order to secure this cooperation we are today sending to you under separate cover blue prints showing the map portion of the original federal aid plan. We would suggest that this map be gone over with Mr. Babcock, and that the lands which are traversed by the project be shown under the four following classifications:

Trust Patent Lands: There are lands which have been patented to the Indians, without power of alienation by the patentee until the expiration of a certain period.

Fee Patented Lands: These are lands which are held in fee simple by the patentee, with full power of alienation.

Tribal Lands: These are lands which have not been allotted or opened to entry, and the full title remains vested in the U. S. Government.

Entry Lands: These are lands have have been open to public entry, and have ceased to be Indian reservation lands even though they have not yet been filed upon.

Kindly give these matters such immediate attention as may be possible as our securing of federal cooperation on the project already has been unusually delayed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSoussa/AP

June 1, 1926.

FR 118

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 27th ult., relative to the status of the right of way on the Emigrant Hill Section, Oregon Project No. 118, and to our telephone conversation this morning with Mr. Davis regarding the securing of 100% federal cooperation on the portions located on Indian reservation lands.

We have gone over the federal aid plans on the project, and from the restricted information obtainable thereon, it appears that we would be able to collect possibly twenty-five or thirty thousand dollars additional federal aid by revision of the government pro rata share. This amount seems to justify the taking of a material amount of trouble for its collection, and we therefore wish to request permission to withdraw the vouchers which have been submitted to you, and we are also returning the copies of revised project agreement unsigned.

We have taken up the matter of securing exact information on the various titles under which the plans on the project are held, with the field, and it appears probable that we will be able to straighten out this phase of the project perhaps as soon as the right of way matter is settled. We have gone over the correspondence involving the same question on Oregon Project No. 83, and will follow the procedure outlined therein.

We trust that this will be satisfactory to you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

May 28, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The original project agreement for Oregon Federal aid project #113, forwarded you on April 21st for signature, and returned to us April 25th after being executed by the Commission, has never been signed by the Secretary because the right of way through the Indian Reservation has not been secured. The revised estimate, forwarded by your letter of July 7, 1925, has been held awaiting the execution of the original agreement, with the expectation that this action would be taken at any time.

It appears now, however, that it will still take a few days for the right of way matter to be settled, so we have prepared a new agreement based on the revised estimate, which is to supersede the agreement previously executed by the Commission. Kindly secure the signature of the members of the Commission and return this new agreement to this office for transmittal to the Washington office.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

HGS:B
Encl.

Division Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

May 27, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid 118, Emigrant Hill Section, and your letter of April 30, relative to right-of-way across the Indian Reservation.

This matter was taken up with our Regional Office, and we are now in receipt of a reply enclosing a letter from the Assistant Commissioner to Mr. Babcock, Superintendent of the Umatilla Agency, stating that the application was not accompanied by the maps as required by the regulations.

For your information a copy of this letter is hereto attached.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

Enclosure

REFERRED TO
S. V.
By State Highway Engineer

HGS:B
Encl.

Division Engineer.

22136-26
CHI

May 14, 1926

Mr. O. L. Babcock,
Supt., Umatilla Agency.

My dear Mr. Babcock:

Reference is made to your recent undated report transmitting the application of the County Court of Umatilla County, Oregon, for permission to improve highway known as the Old Oregon Trail, which you say was built several years ago.

The application is not accompanied by map of location drawn on tracing linen as required by the regulations, two blue prints only being submitted. Please call upon the Court Court to furnish the required tracing.

No record has been found showing that permission to open the road as originally constructed was given and if your records show that such a permit was in fact issued, it is requested that you cite us to the file number of the correspondence had in connection therewith when the tracings are forwarded; otherwise, please say whether in your opinion the damages shown to have been paid for the additional lands covered by the present application are sufficient to compensate the Indians for all of the lands taken for this road.

Pending receipt of tracings and your supplemental report further action on the road application will be deferred, and as we understand that the County Court is very anxious for final action to be taken as soon as possible, it is requested that you give this matter your prompt attention.

Very truly yours,

(Signed) E. B. Meritt
Assistant Commissioner

5-Com-13

HGS:B
Encl.

Division Engineer.

Form S-C—A-1187—1M—6-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

PR # 118

May 29, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

Attached please find analysis of the over-run on the regrading of the Emigrant Hill section, showing the yardages per mile on the location and construction with the increase or decrease in construction as compared to the location together with a column giving a reason for the over-run as it is possible to determine from the records in our possession.

You will note that a major portion of the over-run occured on mile eight (8) which was occasioned by a major line and grade change after the construction was started. Over-run also occurs on miles 11, 12, and 13 on which miles there was evidently considerable line and grade changes.

It is evident that when these line changes were proposed that a complete analysis could not have been made with regard to the original location. Mr. Carter is very seriously mistaken when he claims that these changes reduce the cost as it is plain that the line change in mile eight must materially increase the cost as it is a much heavier piece of work than the original location.

I think that the table is self-explanatory and will furnish you any further information which you may desire.

Yours very truly,

H. G. Smith

Division Engineer.

HGS:B
Encl.

## ANALYSIS OF OVER-RUN ON EMIGRANT HILL REGRADING

| | Mile | Location | Constructed | Increase | Decrease | Reason for Yardage variation. |
|---|---|---|---|---|---|---|
| Common | 1 | 9265 | 7127 | | 2138 | Due to changes in classification |
| Intermediate | | | 1005 | 1005 | | " " " |
| Solid Rock | | | | | 1133 | Slight changes in grade. |
| Total | | | | | | |
| Common | 2 | 1615 | 1021 | | 594 | |
| Intermediate | | 37 | 78 | 41 | | |
| Solid Rock | | 206 | 442 | 236 | | |
| Total | | | | | 317 | |
| Common | 3 | 848 | 1769 | 921 | | |
| Intermediate | | 487 | 670 | 183 | | |
| Solid Rock | | 448 | 756 | 308 | | Due to slight grade changes. |
| Total | | | | 1412 | | |
| Common | 4 | | | | | |
| Intermediate | | | 428 | 428 | | |
| Solid Rock | | 3267 | 3374 | 107 | | |
| Total | | | | 535 | | |
| Common | 5 | 2121 | 6357 | 4236 | | |
| Intermediate | | 1606 | 1165 | | 441 | Due to |
| Solid Rock | | 2784 | 1824 | | 960 | Grade Changes. |
| Total | | | | 2835 | | |
| Common | 6 | 410 | 2156 | 1746 | | |
| Intermediate | | 1528 | 964 | | 564 | |
| Solid Rock | | 2144 | 2810 | | 666 | |
| Total | | | | 516 | | |
| Common | 7 | 3506 | 1529 | | 1977 | |
| Intermediate | | 2562 | 892 | | 1670 | |
| Solid Rock | | 5011 | 8950 | 3939 | | |
| Total | | | | 292 | | |
| Common | 8 | 3619 | 6382 | 2763 | | |
| Intermediate | | 688 | 1407 | 719 | | Line & Grade |
| Solid Rock | | 881 | 3537 | 2656 | | change at top |
| Total | | | | 6138 | | of hill. |

| | Mile | Location | Constructed | Increase | Decrease | Reason for Yardage variation. |
|---|---|---|---|---|---|---|
| Common | 9 | 2121 | 4682 | 2561 | | |
| Intermediate | | 3410 | 1486 | | 1924 | |
| Solid Rock | | 3456 | 3296 | | 160 | |
| Total | | | | 477 | | |
| Common | 10 | 1395 | 3383 | 1988 | | |
| Intermediate | | 864 | 781 | | 83 | Due to grade |
| Solid Rock | | 616 | 403 | | 213 | change at sta. |
| Total | | | | 1692 | | 855-875. |
| Common | 11 | 1270 | 695 | | 575 | Due to grade change |
| Intermediate | | 805 | 736 | | 69 | at 905-928 |
| Solid Rock | | 1309 | 3334 | 2025 | | Line change at 930. |
| Total | | | | 1381 | | |
| Common | 12 & 13 | 2392 | 2596 | 204 | | Due to line change |
| Intermediate | | 4158 | 2000 | | 2158 | at 975-980 |
| Solid Rock | | 17547 | 21160 | 3613 | | 1010-1037 |
| Total | | | | 1659 | | |

May 18, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of May 17, in regard to the over-run in connection with the widening of the Emigrant Hill Section.

As it seems to be Mr. Carter's impression that all line changes made tended to reduce rather than to increase the quantities, we believe that it would be advisable to make an investigation with a view to determining what did occasion the over-run. We note that the contract quantities included an allowance of ten per cent in addition to the neat cross-section quantities shown on the profile, and that the final quantities were another ten per cent in excess of the contract quantities, making the total over-run in quantities approximately twenty per cent. There was also a considerable increase in classification.

The final profile and earth work computation sheets are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

| | Profile Net | allowance | (Contract) Gross | Final |
|---|---|---|---|---|
| Com | 28,562 | | 31,500 | 37,688. |
| Int | 16,145 | | 17,800 | 11,624. |
| S.R. | 37,668 | | 41,500 | 49,888 |
| | 82,375 | 8,425. | 90,800 | 99,200 |

| | |
|---|---|
| 99,200 | 99200 |
| 82,375 | 90800 |
| 16,825 | 8,400 |

20 %. 9 %.

macadam. This work was done by Swartley Brothers and paid for on a yardage basis. $698.10 of intermediate cushion was also used that was not provided for in the original estimate.

Deducting these two items not provided for in the contract would lease an over-run of approximately $8000.00, occasioned by the over-run in yardage of some 8400 yards.

The final records were sent to Salem by Mr. Carter without an attempt to locate the reason of the over-run in the yardage, and if it is desired to trace it down to see whether it occured in line revisions subsequent to the letting of the contract, it will be necessary to return the final profile and earth work computation sheets to this office.

Yours very truly,

H G Smith

Division Engineer.

HGS:B
Encl.

# OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

May 17, 1926.

RECEIVED
MAY 18 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

With reference to the over-run in connection with the widening of the Emigrant Hill section, contract #783, held by Swartley Brothers.

It would appear that the over-run amounted to $12,150.74, $3500.00 of which was occasioned by the removal from the old grade and replacing on the new, a part of the macadam. This work was done by Swartley Brothers and paid for on a yardage basis. $698.10 of intermediate cushion was also used that was not provided for in the original estimate.

Deducting these two items not provided for in the contract would lease an over-run of approximately $8000.00, occasioned by the over-run in yardage of some 8400 yards.

The final records were sent to Salem by Mr. Carter without an attempt to locate the reason of the over-run in the yardage; and if it is desired to trace it down to see whether it occured in line revisions subsequent to the letting of the contract, it will be necessary to return the final profile and earth work computation sheets to this office.

Yours very truly,

H G Smith

Division Engineer.

HGS:B
Encl.

May 18, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

As the amount of the final payment to the contractor in connection with the widening of the Emigrant Hill Section is considerably in excess of the original contract amount, we should have for our files a report setting out the conditions which have made this over-run necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

COPY

RECEIVED
MAY 18 1926
STATE HIGHWAY
OREGON

Pendleton, Oregon.
February 16, 1926.

Mr. H. G. Smith,
Acting Division Engineer,
LaGrande, Oregon.

COPY

Dear sir:

Reference is made to your letter of 15th inst. in regard to the over-run on the Emigrant Hill grading.

The original estimate was too low. All line changes were cheaper than the original estimate at those units; except at View Point, which run a small per cent over. This was more than offset by raising the grade near station 998.

The big item of over-run is the amount of old macadam that the contractor moved and replaced. This item alone amounts to approximately $3500.00. It was originally intended that State forces. would remove and replace the macadam: later found it impractical to keep State forces on hand to move the short stretches of macadam. State forces did remove the macadam on the major line changes.

On mile 3 and 4 , 514 c.y. of earth cushion was used to shoulder up the macadam of the new resurfacing job. This item of $379.25 should be charged to resurfacing 30PE-1.

I informed Mr. Morris of the U.S. Bureau of Roads about the 15th of January that 30PE would run approximately $97,000.00. This was only in the form of the notes that he takes on his monthly trips.

At the time that I sent in the last estimate on Dec. 10th, 1924, some of the computations on the heavy work of mile 13 had not been completed and the final estimate is slightly more than 5% over the estimate at that time. Usually I estimate within one or two per cent of a final. In this case, did not deem it necessary to waste time computing for a monthly estimate.

Yours very truly,

C. E. Carter,
Resident Engineer.

WILLIAM DUPEE [illegible], Chairman
N. B. VAN [illegible]
W. H. HALE
[illegible]

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

April 30, 1926

FR 118

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of recent date relative to right of way across the Indian Reservation on the Emigrant Hill Section, Oregon Project No. 118.

This matter was taken up with Mr. Smith immediately upon receipt of your letter, and we are today in receipt of the following reply from him:

> "I saw the Agent of the Umatilla Indian Reservation and the County Court of Umatilla County, and have been assured that all necessary maps and papers have now been sent to Washington to clear up the ownership of the right of way across the Umatilla Reservation."

We trust that the matter will now be satisfactorily adjusted but if such proves to be not the case, please advise, and we will take such further action as may be necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

# OREGON STATE HIGHWAY COMMISSION
SALEM

LaGrande, Oregon.
April 29, 1926.

PR 118

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

With reference to the right-of-way across the Indian Reservation on Emigrant Hill, Oregon Project #118.

I saw the Agent of the Indian Umatilla Reservation and the County Court of Umatilla County and have been assured that all necessary maps and papers have now been sent to Washington to clear up the ownership of the right-of-way across the Umatilla Reservation.

However, I was assured last fall that this matter was entirely straightened out so I would suggest that you keep me advised as to any further delays in the matter.

Yours very truly,

Noted

H G Smith

Division Engineer.

HGS:B

April 20, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

Reference is made to the matter of right of way across Indian Reservation Land on the Emigrant Hill Section, Oregon Project 118.

On November 25 you wrote us to the effect that Mr. Babcock, the Indian Agent had forwarded the necessary information to the Indian Commissioner of Washington, showing that the Umatilla County Court had legally acquired the necessary right of way. On November 28, we wrote the Bureau of Public Roads in Portland to this effect, and have heard nothing regarding the matter until today. We are now in receipt of a letter from the Bureau, stating that the matter was taken up by them with the Indian Office, which office had advised their Washington office to the effect that it had no record of right of way to which the county has title on the project. The comment is made that apparently the information was not sent to the Washington Office by the Indian Agent.

We now have filed with the Bureau, estimates claiming federal cooperation to the extent of $62,844.44. No payment of these vouchers will be made by the Bureau until such time as the matter of right of way across the Indian Lands has been settled up, and the project agreement can be executed. Under these conditions, we wish to request that the matter be given special attention in order that we may be able to receive payment on the amounts which are now due us by the Bureau. You will readily see that the interest on the amounts involved is appreciable, and is worthy of immediate attention.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

EH
Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING.
PORTLAND, OREG.

April 17, 1926.

RECEIVED

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to our several letters relative to right-of-way for Oregon Federal Aid Project No. 118, Emigrant Hill Section.

Your last letter on this subject dated November 28, 1925, advised that the Indian Agent had forwarded information to the Indian Service Office at Washington, showing that Umatilla county had legally acquired right-of-way through the Reservation.

This matter was taken up with the Indian Office which advises our Washington office that it has no record of right-of-way to which the county has title for this project. Apparently the information was not sent to Washington by the Indian Agent.

The execution of the Project Agreement must be deferred, pending the adjustment of this right-of-way matter, and we know you are anxious to submit vouchers for this work. Will you please take this matter up with the proper officials?

Very truly yours,

C. H. PURCELL, District Engineer,

By T. M. Davis
Acting.

REFERRED TO
S.H.P.
By State Highway Engineer

#753-3108
OG-118

April 14, 1926.

Lumping & Company, Inc.,
818 Spalding Building,
Portland, Oregon.

Attention Mr. M. L. Gilbert.

Gentlemen:

In response to your request of the 13th inst. for information concerning the contract awarded to Swartley Brothers for the widening of the Emigrant Hill Section of the Old Oregon Trail, will say that we have answered and are returning to you herewith the questions in so far as they pertain to Swartley Brothers themselves. We are not in a position to give you any information in regard to subcontractors as we have no dealings whatever with them for the reason that we hold the original contractor responsible for the satisfactory completion of the work and it is the original contractor with whom we have all of our dealings.

By way of explanation of our replies to your questions, will say that final payment has not yet been approved due to the fact that there are certain deductions to be made for engineering expenses incurred subsequent to the original date of completion of the project, the exact amount of which expense has not yet been determined.

The total amount of the contract, or the total amount earned by the contractors is $98,209.25; however, this amount includes the engineering charges mentioned above so that when final payment is made to the contractors the total amount will be represented by a sum slightly in excess of that amount.

Up to the present time there has been paid to Swartley Brothers the sum of $94,603.15. Our retained percentage is $3,606.10. Were it not for the fact that we have engineering charges to be deducted, the final payment to Swartley Brothers would be $3,606.10.

Our records do not show what part of the monies paid to Swartley Brothers has been turned over to Kasl, Taylor Brothers and

Paquet for the reasons stated above, that we have no dealings whatever with the subcontractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:AM

# Standard
# Accident Insurance Company

OF DETROIT, MICHIGAN

CASUALTY INSURANCE, FIDELITY AND SURETY BONDS

LAMPING & CO., Inc., General Agents
818 Spalding Building
PORTLAND, OREGON

RECEIVED
APR 14 1926
OREGON
STATE HIGHWAY COMMISSION

April 13, 1926.

Mr. Roy A. Klein,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir;

RE: EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL.
(Kesl, Taylor Brothers and Paquet
(Logan Brothers
(Tyson & Larson.

We wrote the bond in the STANDARD for Logan Brothers, who were sub-contractors under Kesl, Taylor Brothers & Paquet, who were sub-contractors under Swartley Brothers. Now Tyson & Larson say that they have not received their pay from Logan Brothers, and Logan Brothers say that they have a balance due from Kesl, Taylor Brothers & Paquet. You will see that we are vitally interested in this controversey and that we need information. If you will kindly complete and return the four short questionaires which are enclosed, we shall appreciate the courtesy.

Very truly yours,

Lamping & Company Incorporated

by M. L. Gilbert

ENCLOSURES
H. B. G.

00 118

April 10th, 1926.

Hon. I. M. Schannep,
County Judge,
Pendleton, Oregon.

Dear Sir:

Regarding the final estimate on the Swartley Brothers contract, which is mentioned in Mr. Klein's letter which is enclosed herewith, will say that since dictating and signing his letter, it has developed that there are certain charges for engineering which it will be necessary to deduct from the final estimate. This matter will have to be taken up with Division Engineer Smith, and as a consequence, the voucher will not be mailed out to the contractors today, as stated by Mr. Klein. It may be three or four days before this can be done. Until this matter is definitely settled, the amount of the final payment cannot be stated.

We are taking this means of giving you this information for the reason that Mr. Klein is not in the office this afternoon, and we thought it would be misleading to let his letter go unexplained.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

3600.

April 10, 1926.

. M. Schannep,
County Judge,
Pendleton, Oregon.

Dear Sir:

In reply to your letter of April 6, relative to the final estimate on the Swartley contract for the grading of the Emigrant Hill Section of the Old Oregon Trail, would say that this matter has been delayed because of one thing and another for some time, but we are today sending out the final estimate in voucher form to Mr. Swartley. When this is executed and returned and approved by the Highway Commission, payment will follow in the usual way so that I presume the entire transaction should be closed in less than two weeks. The amount of the final payment is $

Relative to the completion of the small section on the south end of the Cold Springs Road, would say that I will ask Mr. Smith to look this survey over at his very earliest convenience.

Very truly yours,

State Highway Engineer.

RAK:HI

April 10, 1926.

Hon. I. M. Schannep,
County Judge,
Pendleton, Oregon.

Dear Sir:

In reply to your letter of April 6, relative to the final estimate on the Swartley contract for the grading of the Emigrant Hill Section of the Old Oregon Trail, would say that this matter has been delayed because of one thing and another for some time, but we are today sending out the final estimate in voucher form to Mr. Swartley. When this is executed and returned and approved by the Highway Commission, payment will follow in the usual way so that I presume the entire transaction should be closed in less than two weeks. The amount of the final payment is $

Relative to the completion of the small section on the south end of the Cold Springs Road, would say that I will ask Mr. Smith to look this survey over at his very earliest convenience.

Very truly yours,

State Highway Engineer.

RAK:HI

C. HALES
COMMISSIONER
ADAMS

Present address as above - expects to
prepare the deeds for the final vouchers
in connection with Swartley Bros contract
today and will turn it over to Smith
probably tonight or tomorrow the 9th. It
will probably be 3 or 4 days before the
vouchers are mailed to Swartley Bros
for execution - will keep you
informed. Thought you would like the
information to reply to Judge Johnson.
H B S

Please accept my apology in advance.

You stated to me that you would let me know when the final check of the Swartley matter on the Oregon Trail was made, and as this matter has not been settled with the parties here, I would like to know just as soon as the final check is made.

I notice that they have made a survey of the little piece on the Cold Springs road, but Mr. Shannon believes that if Mr. Smith can come over we can make a slight change which would be beneficial. We have an opportunity to get some crushed rock, from Logan Brothers, who have a contract to construct a tank for Pendleton and will get busy on this as you requested as soon as we can make the necessary arrangements and correct the survey.

Very Truly,

D M Shannon

R. E. BEAN
COMMISSIONER
FREEWATER

J. O. HALES
COMMISSIONER
ADAMS

COUNTY COURT

# UMATILLA COUNTY

I. M. SCHANNEP
COUNTY JUDGE

PENDLETON, OREGON

Apr. 6, 1926

Mr. Roy A. Klein,
Salem, Oregon.

Dear Roy:

Please accept my apology in advance.

You stated to me that you would let me know when the final check of the Swartley matter on the Oregon Trail was made, and as this matter has not been settled with the parties here, I would like to know just as soon as the final check is made.

I notice that they have made a survey of the little piece on the Cold Springs road, but Mr. Shannon believes that if Mr. Smith can come over we can make a slight change which would be beneficial. We have an opportunity to get some crushed rock, from Logan Brothers, who have a contract to construct a tank for Pendleton and will get busy on this as you requested as soon as we can make the necessary arrangements and correct the survey.

Very Truly,

I M Schannep

PR #118

April 9, 1926.

Mr. Curtis Harris,
1008 Eleventh Avenue, South,
Nampa, Idaho.

Dear Sir:

This will advise that in the final estimate of Swartley Brothers for the regrading of the Emigrant Hill Section of the Old Oregon Trail, allowance is being made for the following quantities of work performed between Stations 877 and 1044+93.4:

Roadbed Excavation:

| | | |
|---|---|---|
| Common | 5,145.4 | cubic yards |
| Intermediate | 5,093.7 | " " |
| Solid Rock | 24,629.7 | " " |
| Overhaul | 37,069.9 | yd.stations |

Culvert Excavation

| | | |
|---|---|---|
| Common | 2.9 | cubic yards |
| Intermediate | 28.2 | " " |
| Solid Rock | 22.9 | " " |

Culverts

| | |
|---|---|
| 12" Pipe | 440 lineal feet |
| 18" Pipe | 128 " " |

| | |
|---|---|
| Cushion Material | 752 cubic yards |
| Cushion Haul | 497 yard miles |
| Salvaging Old Surfacing Materials | 637.8 cubic yards. |

We are returning to you herewith the copy of subcontract which you sent to us with your letter of January 20.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

SHP:AP

PR #118

April 9, 1926.

Mr. Curtis Harris,
1008 Eleventh Avenue, South,
Nampa, Idaho.

Dear Sir:

This will advise that in the final estimate of Swartley Brothers for the regrading of the Emigrant Hill Section of the Old Oregon Trail, allowance is being made for the following quantities of work performed between Stations 977 and 1044+93.4:

Roadbed Excavation:

| | | |
|---|---|---|
| Common | 5,145.4 | cubic yards |
| Intermediate | 5,093.7 | " " |
| Solid Rock | 24,629.7 | " " |
| Overhaul | 87,068.9 | yd.stations |

Culvert Excavation

| | | |
|---|---|---|
| Common | 2.9 | cubic yards |
| Intermediate | 28.2 | " " |
| Solid Rock | 22.9 | " " |

Culverts

| | | |
|---|---|---|
| 12" Pipe | 440 | lineal feet |
| 18" Pipe | 128 | " " |
| Cushion Material | 752 | cubic yards |
| Cushion Haul | 497 | yard miles |
| Salvaging Old Surfacing Materials | 637.5 | cubic yards. |

We are returning to you herewith the copy of subcontract which you sent to us with your letter of January 30.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

SHP:AP

PR #118

February 4, 1926.

Mr. Curtis Harris,
1003 Eleventh Avenue South,
Nampa, Idaho.

Dear Sir:

Reference is made to your letter of February 1, making inquiry as to what protection you have in making final settlement with the contractors for whom you have performed work in connection with the widening of the Emigrant Hill Section of the Old Oregon Trail.

If the contractors for whom you have worked admit their obligation to you, but are unable to make payment of same, you will be able to make collection from the surety on the contractor's bond. If, however, the contractors refuse to make payment to you, your only recourse will be to the courts.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

HARRIS SAND & GRAVEL
CURTIS HARRIS AND SONS
1006 ELEVENTH AVENUE SOUTH
NAMPA, IDAHO

Feb 1-26

State Highway Comm
Salem Ore.

Dear Sirs: I enclosed on Jan 30 - a contract with Swartley Bros. & Hoel & Taylor Bros & Poignet I have done a large amount of work on the road as you will see and would like to know if I have any deduction on same as I have not received my final settlement

That is the reason I would like to have total yardage allowed on work done Culvert stations 877- to station 1045

Also give me exact feet of culvert pipe used between the above stations

Yours Truly
Curtis Harris

February 2, 1926.

Mr. Curtis Harris,
1006 Eleventh Avenue, South,
Nampa, Idaho.

Dear Sir:

Receipt is acknowledged of your letter of January 30, asking for the exact yardage of excavation allowed within that portion of the Emigrant Hill Section which is covered by your sub-contract.

As the final estimate for the regrading of the Emigrant Hill Section has not yet been received from our field engineers, and as after the estimate is received from them, all computations of quantities must be checked in this office, it will probably be from four to six weeks before we can supply the information desired.

We will write to you again as soon as the check of final quantities is completed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

8

# HARRIS ~~Sand & Gravel~~ Gravelly Co.

CURTIS HARRIS AND SONS
1003 ELEVENTH AVENUE SOUTH
NAMPA, IDAHO

Jan 30-26-

Bureau of Public Roads
Salem Ore

Dear Sirs,- Please find enclosed copy of contract with Swartley Bros. and Neal. Dayton Bros & Padgett on the Road contract on Emigrant Hill Section of the Oldoregon trail. Dwould like to have the exact yardage of excavation allowed on my section of the contract

Yours Truly
Curtis Harris

Please return Contract with statement

cg 115

March 24th, 1926.

Mr. W. W. Taylor,
No. 1 Front Street,
Portland, Oregon.

Dear Sir:

Concerning the Swartley Brothers contract, will say that an investigation shows that our retained percentage at the present time is $2,925.87. In checking over the field engineer's estimates, a few slight discrepancies were found, and it was necessary to send the notes back to the field engineer for correction. We are not able to state at this time what the exact amount of the final payment will be. However, we expect that it will be a little less than the amount of our retained percentage due to the corrections mentioned above. We are reasonably certain that the amount of the final payment will be in excess of $2,500.00.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

March 17, 1926.

Mr. S. A. Newberry,
Attorney at Law,
Pendleton, Oregon.

Dear Sir:

In connection with the claim of Daniel Taste against A. H. Reed, have to advise that we have today received a letter from Mr. George L. Rauch, Attorney at Law, Yeon Building, Portland, Oregon, to the effect that Mr. A. H. Reed has been declared bankrupt and in his bankruptcy petition he stated one Rex Ellis was his partner.

Mr. Rauch states that it is his opinion that you should direct your efforts toward the collection of this claim against Mr. Ellis.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#713-300C

89-118

March 17, 1926.

Mr. George L. Rauch,
Attorney at Law,
Yeon Building,
Portland, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 16th inst., advising us that Mr. A. H. Reed had filed a petition in bankruptcy which petition shows Mr. Ben Ellis to be a partner in his construction operations in carrying on subcontract work under Swartley Brothers.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

AND CONTROL

YEON BUILDING

PORTLAND, OREGON

March 16, 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H.B. Glaisyer, Chief Clerk

Dear Sir:

Your letter addressed to Swartley Brothers, Corvallis, Oregon, dated March 2nd, 1926, including attached and enclosed copy of notice signed by one Rex Ellis whereby he claims certain considerable sum of money against the bond of said Swartley Brothers, has been handed to us for consideration.

Please be advised that the said A. H. Reed has filed his petition in bankruptcy and shows said Rex Ellis to be and to have been his partner in the said construction operations. This, in our opinion, is correct.

Trusting this will be of assistance to you in dealing in the matter, we beg to remain

Yours respectfully,

GLR:Z

G. L. Rauch.

H. B. G.

4783-3100

AG-118

March 17, 1926.

Mr. George L. Rauch,
Attorney at Law,
Yeon Building,
Portland, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 16th inst., advising us of the declared bankruptcy of A. H. Reed and suggesting that claimants file their claims against Rex Ellis whom you state was a partner of Mr. Reed in connection with his subcontract work under Swartley Brothers.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ATTORNEY AT LAW
BUSINESS ORGANIZATION ADMINISTRATION
AND CONTROL
YEON BUILDING
PORTLAND, OREGON

March 16, 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Attention Mr. H.B. Glaisyer, Chief Clerk

In the Matter of Daniel Tasco
vs. A. H. Reed

Dear Sir:

Your letter addressed to Swartley Brothers, 510 North Fifth St., Corvallis, Oregon, dated February 27th, 1926, including enclosed and attached copy from S. A. Newberry, Attorney at Law, Pendleton Oregon, laying claim to $77.00 as due one Dan Tasto from one A.H. Reed, has been handed to the writer for attention.

Please be advised that A. H. Reed has been declared bankrupt and that as shown by the bankruptcy petition, and as we believe to be the fact, one Rex Ellis was his partner in the construction operations referred to in your letter. Rex Ellis is absolutely solvent and it is our opinion that Mr. Newberry should direct his efforts for collection against Mr. Ellis.

Yours respectfully,

GLR:Z

Geo L Rauch

ANSWERED
H. B. G.

OQ 118

March 13, 1926.

Hon I. H. Schannep.
County Judge,
Pendleton, Oregon.

Dear Sir:

Mr. Klein, State Highway Engineer, has asked me to write you the status of payments which have been made to Swartley Brothers in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail, State Highway contract No. 783.

In reply will say that final payment has not yet been made to Swartley Brothers. The job is completed and the field notes and final quantities have been submitted to this office for approval and they are at the present time being checked over. Present indications are that final payment will be made within the next two or three weeks.

The amount of the final payment we are unable to state at the present time. However, we believe it will be approximately the amount of the retained percentage which is slightly over $2,300.00. This amount may be increased or decreased a little depending on whether there are any corrections to be made in the field notes which are now being checked.

Semi-final payment was made to Swartley Brothers for this work on March 5th of this year. At that time we mailed to Swartley Brothers our warrant in amount $11,103.61. They have had this money for the last week.

We trust that the foregoing information is satisfactory. If not we will be pleased to give you any other information at our disposal if you will kindly write us again.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:JM
Emiphoned.

March 8th, 1926.

Swartley Brothers,
Contractors,
Corvallis, Oregon.

Gentlemen:

Herewith enclosed please find copy of a letter we have today received from Mr. Wm. M. Peterson, Attorney at Law, Pendleton, Oregon, concerning the claim of Tyson & Larson against Logan Brothers, whom they state are subcontractors under yourselves in connection with your contract for the construction of the Emigrant Hill Section.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

H. J. Glainyer,
Chief Clerk.

hbg/er

enclosure

March 5th, 1926.

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Dear Sir:

Herewith enclosed please find copy of a letter we have today received from Mr. Wm. M. Peterson, Attorney at Law, Pendleton, Oregon, concerning the claim of Tyson & Larson of Wallula, Washington, against Logan Brothers, whom it appears are subcontractors under Swartley Brothers in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail. This notice is sent to you as you appear as surety on the bond furnished by Swartley Brothers in this instance.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er
enclosure

#783-300 Eng 110

March 5th, 1926.

Mr. Will M. Peterson,
Attorney at Law,
Pendleton, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 2nd instant, concerning the claim of Tyson & Larson of Wallula, Washington, against Logan Brothers, whom you state are subcontractors under Swartly and Kesel for the widening of the Emigrant Hill Section of the Old Oregon Trail in Umatilla County. We note that the amount of this claim is $5,098.82.

In reply will say that the State Highway Commission awarded this contract to Swartley Brothers of Corvallis, and in connection with the contract Swartley Brothers were required to furnish a bond which was for the purpose of protecting labor and material claims and all just debts, dues and demands incurred against the project. We have no way of passing on the claim of these men, and in view of the fact that the bond has been furnished which protects the claim, we can do nothing toward the collection of the amount claimed by them. We would suggest that the matter be taken up with the surety on the bond furnished by Swartley Brothers. In the event that you do not secure satisfaction from them, you still have recourse to action in the courts, as provided by Section 2991 of the Oregon laws.

The surety on the bond furnished by Swartley Brothers in this instance is the American Surety Company of New York, for whom W. J. Lyons is the local agent. His office is in the Yeon Building, Portland, Oregon.

Following our usual practice in matters of this kind, we are today calling the matter of this claim to the notice of the contractor and the surety company.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

WILL M. PETERSON
ATTORNEY AT LAW
PENDLETON, OREGON

March 2, 1926

Oregon State Highway Commission of Oregon,
Salem, Oregon.

Gentlemen:

You are hereby notified that Tyson & Larson of Wallula, Washington, were subcontracters under Logan Brothers, who were working under Swartly and Kesel on the Old Oregon Trail on Emmigrant Hill about fourteen miles from Pendleton; that they did work and labor in the months of April, May, June, July and August, 1925, to the amount of $5,088.82 as figured up by Edward F. Chidsey, an engineer; that the greater portion of the money due them has not been paid by any one; that Logan Brothers fail and neglect to settle with them; that they have repeatedly made demand upon Logan Brothers and also upon Mr. Swartly to settle with them but do not accomplish anything.

They want you also to see to it that they are fully settled with before the main contracters are paid off.

Yours very truly,

Will M. Peterson

WMP:RAP

H R.O.

OQ 118

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

LaGrande, Oregon.
March, 3, 1926.

Mr. C. E. Carter,
Resident Engineer,
Pendleton, Oregon.

Dear sir:

Herewith a bill and voucher from William Bronson. The wording of the bill has been changed to some extent in order that it may be approved by the Salem office. Will you kindly O.K. the charge and return the bill and voucher to this office.

Yours very truly,

H. G. SMITH
Division Engineer.
By:

Oscar Leuther

Office Engineer.

CC:B
Encl.

# OREGON STATE HIGHWAY COMMISSION

SALEM

LaGrande, Oregon
December 18, 1925.

Mr. C. E. Carter,
Resident Engineer,
Pendleton, Oregon.

P.R. 118

Contract 193.
Dyer-Jones-T

Re: Bills.

Dear sir:

I am returning to you the bill and voucher of William Bronson for damage to growing grain on the Jennie VanPelt filler pit lease.

It will be necessary for you to send this bill through in some other form as the Highway Department is not authorized to pay damage claims except those growing out of accidents, all other claims can only be paid by special act of the legislature.

I would suggest that you try to render this in some different form, probably by purchase or rental of the land or possibly you could find some way for Swartley Brothers to handle it.

Yours very truly,

H. G. Smith

Acting Division Engineer.

HGS:B
Encl.

H.G.S.
Have signed a blank bill, can render in any form you wish.
C.E.C.

*763-3068

09.118

March 2, 1926.

Honorable I. M. Schannep,
County Judge of Umatilla County,
Pendleton, Oregon.

Dear Sir:

We have your letter of the 1st inst. regarding the claims against subcontractors under Swartley Brothers in connection with their contract for the widening of the Emigrant Hill Section.

In answer to your question as to whether final payment has yet been made will say that it has not yet been made. The final records are now being checked over in this office and it is likely that everything will be ready to make final payment within the next few days. This final payment will probably be close to the amount of our retained percentage which is $2,925.87. It may be a little more or a little less than this amount depending upon the result of our final check of the field notes.

You undoubtedly are aware that the State Highway Commission demands that a surety bond be furnished by each contractor on state highway work. This surety bond is for the purpose of protecting all labor and material claims and all just debts, dues and demands incurred against the project. Such a bond was furnished by Swartley Brothers in connection with this contract. The surety on the same is the Fidelity & Deposit Company of Maryland for whom D. E. Gorton is local agent. His office is in the Gasco Building, Portland, Oregon. We would suggest that all claimants file notice of their claims with Swartley Brothers and also with the Surety on the bond. If satisfactory arrangements cannot be made in this way to settle the claims their recourse is still available through the courts; however, in order to hold the surety company responsible and liable notice of the claims should be filed with the Secretary of State prior to the expiration of one year after the date of completion of the project. This would mean that in order to hold the surety company claims should be filed with the Secretary of State before December 15, 1926.

Due to the fact that the contractor is under bond to complete the project satisfactorily and settle all claims and also for the reason

that we have no way of passing on claims, we do not make it a practice to urge any contractor to settle lien bills.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Paid to Feb. 10th - $94,603.15

Retained - $2,925.87

Final records are in the office but have not been checked.

completion Dec. 15, 1925

UNTY

Mr. Roy A. Klein,

Salem, Oregon.

Dear Sir:

The creditors of various subcontractors who worked and furnished materials for the Oregon Trail grading job, under Swartley Brothers are still unpaid, and it looks as though the Contractors should see to this matter as it has run a long time and these local men need the money.

Will you kindly let me know whether the final estimate has been allowed and the money paid to Swartley Brothers. Also if it is the custom of the Highway Commission to urge the payment of these lien bills.

Very Truly,

J. W. Schamp

H B. C

Job.....

| 441 | | | 442 | 445 |
|---|---|---|---|---|
| 434 | | | 1688 | 7 |
| 2534 | | | 1452 | |
| 129 | | | 1642 | |

# UMATILLA COUNTY

I. M. SCHANNEP
COUNTY JUDGE
PENDLETON, OREGON

Mar. 1. 1926

Mr. Roy A. Klein,

Salem, Oregon.

Dear Sir:

The creditors of various subcontractors who worked and furnished materials for the Oregon Trail grading job, under Swartley Brothers are still unpaid,and it looks as though the Contractors should see to this matter as it has run a long time and these local men need the money.

Will you kindly let me know whether the final estimate has been allowed and the money paid to Swartley Brothers. Also if it is the custom of the Highway Commission to urge the payment of these lien bills.

Very Truly,

I. M. Schannep

ANSWERED
H B. O

#783-1008

OQ-178

March 2, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Hass, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 26th ult., enclosing three copies of notice of the claim of Mr. Rex Ellis against A. H. Reed a subcontractor under Swartley Brothers in connection with their contract for the construction of the Emigrant Hill Section of the Old Oregon Trail.

We note that this claim is in amount $1,314.36 and is for materials and supplies furnished Mr. Reed in connection with his subcontract.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

U. B. Glaisyer,
Chief Clerk.

HBG:LM

OREGON
DEPARTMENT OF STATE
SALEM

February 26, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: ( Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Raley, Raley & Steiwer, Attorneys at Law, Pendleton, Oregon, and filed as of this date, a notice of claim by Rex Ellis for materials and supplies furnished to A. H. Reed, sub-contractor of Swartley Brothers, in the sum of $1,316.36 against the bond taken from Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley, and the Fidelity and Deposit Company of Maryland, surety, for the construction work known as Contract No. 783, on the Old Oregon Trail Highway in Umatilla County.

H. B. G.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas
E.J

L

TO THE STATE OF OREGON AND SAM KOZER, SECRETARY OF STATE

GREETINGS:

NOTICE IS HEREBY GIVEN that Rex Ellis of Pendleton, Umatilla County, Oregon, has a claim for moneys loaned and expended solely and wholly for material and supplies furnished to and used by A. H. Reed, a sub-contractor of Swartley Brothers between the 1st day of July, 1925 and the 9th day of September, 1925, both dates inclusive, in the sum of $1,316.36. Said claim is against the bond taken from Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley and against the Fidelity & Deposit Company of Maryland, surety on said bond, which said bond was given for work and construction as follows:

For construction under that certain highway contract known as Contract No. 783, dated March 26th, 1925 wherein the work contracted to be done consists of 12.58 miles of road bed widening and alignment betterment on the Old Oregon Trail Highway in Umatilla County, Oregon, which project begins at Station 348 on said highway, which said station is approximately 6.7 miles east of the east corporate limits of the city of Pendleton, and extends east and south to Station 1044+93.6, which station is at Dead Man's Pass in the Blue Mountains and which project includes the whole of the station within those limits excepting a station 3000 feet in length between Station 409 and 439 which latter section has previously been improved to required standard.

DATED at Pendleton, Oregon, this 25th day of February, 1926.

REX ELLIS

ENDORSED:
File No. 508.
Filed February 26, 1926, SAM A. KOZER, Secretary of State.

CC CO 89 118

March 2, 1926.

Swartley Brothers,
Corvallis, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing to you herewith copy of notice which has been filed in his office by Raley, Raley & Steiwer, attorneys at law, Pendleton, Oregon, it being the claim of a man by the name of Rex Ellis against A. H. Reed, whom it appears is a subcontractor under yourselves in connection with your contract for the widening of the Emigrant Hill Section of the Old Oregon Trail.

This claim is in amount $1,316.56 and is for supplies and materials furnished Mr. Reed.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:M
Encl.

FF Co 99-118

OREGON STATE HIGHWAY COMMISSION

March 2, 1926.

Fidelity & Deposit Company of Maryladd,
c/o Mr. D. E. Gorton, Agent,
Casco Building,
Portland, Oregon.

Gentlemen:

We are mailing to you herewith copy of notice which has been filed in the office of the Secretary of State by Raley, Raley & Steiwer, attorneys at law, Pendleton, Oregon, it being the claim of Rex Ellis against A. H. Reed, subcontractor under Swartley Brothers in connection with state highway contract No. 783, awarded to Swartley Brothers by the Highway Commission for the widening of the Emigrant Hill Section of the Old Oregon Trail. This claim is for materials and supplies furnished Mr. Reed in the sum of $1,316.36.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Swartley Brothers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

FORM 2 28765 10M-3-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

PR # 118

LaGrande, Oregon.
March 1st, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

Attached please find force order # 1 and force order # 2 for the small amounts incurred on the Emigrant Hill road bed widening, Swartley Brothers, contractors; also a bill for $82.50 for 66 lin. ft. of corrugated iron culvert pipe.

This pipe was taken over from Swartley Brothers, not having been used on the job, and transferred to the maintenance department.

Yours very truly,

W G Smith

Acting Division Engineer.

WGS:B
Encl.

RF RC 09-118

February 27, 1926.

Swartley Brothers,
510 N. 5th Street,
Corvallis, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Raley, Raley & Steiwer, Attys. at Law, American National Bank Bldg., Pendleton, Oregon, and affidavit of a claim of Mr. Ellis against A. H. Reed who it appears was a subcontractor under Kessel, Taylor Bros., & Paquet who in turn subcontracted work from you in connection with your contract No. 785 for the roadbed widening on the Emigrant Hill Section of the Old Oregon Trail.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:JM
Enclosed.

CR CO 99 118

February 27, 1926.

Fidelity & Deposit Company of Maryland,
D. E. Gorton, Agent,
Oasco Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Swartley Brothers in connection with state highway contract No. 765 awarded to them for the widening of the roadbed over the Emigrant Hill Section of the Old Oregon Trail, and we have today received from Raley, Raley & Steiwer, Attorneys at Law, Pendleton, Oregon, affidavit of Mr. Ellis disclaiming his claim against A. H. Reed who it seems is a subcontractor under Kessel, Taylor Bros., & Paquet, who in turn subcontracted work from Swartley Bros. The amount of this claim is $1,316.36.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:JH
Ediphoned.

CE CO 09-118

February 27, 1926.

Raley, Raley & Steiwer,
Attorneys at Law,
American National Bank Bldg.,
Pendleton, Oregon.

Attention Mr. H. J. Raleys.

Gentlemen:

This letter willacknowledge the receipt of yours of the 25th inst. enclosing affidavit of Mr. Ellis disclosing his claim against A. N. Reed a sub subcontractor under Swartley Brothers in connection with their contract for the widening of the Emigrant Hill Section of the Old Oregon Trail.

Complying with your request please find enclosed herewith a certified copy of the contract and bond in connection with this contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaigyer,
Chief Clerk.

HBG:JM
Enclosed.

CF CC 89-118

February 27, 1926.

Swartley Brothers,
510 N. 5th Street,
Corvallis, Oregon.

Gentlemen:

Herewith enclosed please find a copy of a letter we have today received from Mr. S. A. Newberry, Atty. at Law, Pendleton, Oregon, regarding the claim of one Daniel Tasse in amount of $77.00 against A. H. Reed who it seems is a subcontractor under Kesel, Taylor Bros., & Paquet who in turn are subcontractors under yourselves in connection with your contract for the widening of the Emigrant Hill Section of the Old Oregon Trail. This letter is forwarded to you for your information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisyer,
Chief Clerk.

HBG:JM
Rdiphoned.

CF CC 09 118

February 27, 1926.

Fidelity & Deposit Company of Maryland,
D. E. Gerton, Agent,
Gasco Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find a copy of a letter we have today received from Mr. S. A. Newberry, Atty. at Law, Pendleton, Oregon, concerning the claim of one Daniel Tasso against A. H. Reed who it seems was a subcontractor under Kasel, Taylor Bros., & Paquet who in turn are subcontractors under Swartley Brothers in connection with their contract for widening of the Emigrant Hill Section of the Old Oregon Trail.

This notice is sent to you as you appear as surety on the bond furnished by Swartley Brothers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:JH
Ediphoned.

CC CC #783-3080

OQ 118

February 27, 1926.

Mr. W. N. Newberry,
Atty. at Law,
Pendleton, Oregon.

Dear Sir:

We have your letter of the 25th inst. advising us of the claim of one Daniel Tasso against A. H. Reed who it appears is a subcontractor under Kessel, Taylor Bros., & Pequet who in turn are subcontractors under Swartley Brothers to whom was awarded the contract for thewidening of the Emigrant Hill Section of the Old Oregon Trail by the State Highway Commission on March 26th, 1925.

In connection with all state highway contracts the successful contractor is required to furnish a bond for the protection of all labor and material claims and all just debts dues and demands incurred against the project. In connection with this particular contract will say that if Mr. Tasso has difficulty in collecting from Mr. Reed he should file his notice with the surety on the bond furnished by the contractor. The surety in the present instance is the Fidelity & Deposit Company of Maryland for whom D. E. Gorton is the local agent, his office is in the Gasco Bldg., Portland, Oregon.

In order to hold the surety company responsible and liable for this claim as well as the contractor, then a notice of this claim should be filed with the Secretary of State prior to one year after the date of completion of the contract in conformance with the terms of Section 2991 of the Oregon Laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:JM
Emiphoned.

FEB 26 1926

FEURUARY 25,
1 9 2 6.

Mr. Roy A. Klein, State Highway Engineers,
Salem, Oregon

Dear sir:- One Daniel Tasco, has an unpaid labor claim preformed upon that certain part of the State Highway known as Emigrant Hill. I believe the original contractors being Kesl, Taylor Bros E Payant of No.1. Front St. Portland, and one A.H.Reed of Pendleton, being the subtontractor. This claim is for $77.00.

Reed has filed his petition in bankruptcy and has been duly adjudged such a bankrupt.

I will thznk you for instruction as to further action in this matter to protect Tasco's interest.

I am Yours truly.

S. G. Newberry.

By

H. B. G.

CR

C.D.# 783-3008

09 118

J. H. RALEY
RALEY
FREDERICK STEIWER

H. J. WARNER

RALEY, RALEY & STEIWER
ATTORNEYS AT LAW
AMERICAN NATIONAL BANK BUILDING
PENDLETON, ORE.

February 25, 1926.

FEB 26 1926

State Highway Commission,
Salem, Oregon.

Gentlemen: Re: Ellis v. Reed.

We inclose herewith affidavit of Mr. Ellis disclosing his claim against A. H. Reed and requesting a copy of bond and contract covering the job referred to in Mr. Ellis' affidavit.

Your early attention will be appreciated.

Yours truly,

RALEY, RALEY & STEIWER,

By H. J. Warner

Shipped
H. B. C.

STATE OF OREGON )
) ss.
UMATILLA COUNTY )

I, Rex Ellis, being first duly sworn on oath, depose and say:

That on or about the 26th day of March, 1925, Swartley Brothers, a partnership composed of C. M. Swartley and A. M. Swartley, contracted with the State of Oregon, acting by and through the State Highway Commission, under that certain contract known as Contract No. 783, dated March 26, 1925, wherein the work contracted to be done consisted of 12.58 miles of road bed widening and alignment betterment on the Old Oregon Trail Highway in Umatilla County, Oregon, which project begins at Station 348 on said highway, which said station is approximately 6.7 miles east of the corporate limits of the City of Pendleton and extends east and south to station 1044+93.6 which station is at Dead Man's Pass in the Blue Mountains and which project includes the whole of the station within those limits excepting a station 3000 feet in length between station 409 and 439, which latter section has previously been improved to required standard. That the construction of said road as required under said contract has been under the direction of the State Highway Commission of the State of Oregon; that subsequent to the making of said contract, the said Swartley Brothers sub-contracted a part thereof with Kesel, Taylor Bros., & Paquet, and that thereafter the said Kesel, Taylor Bros., & Paquet sub-contracted a portion of said work under said contract to A. H. Reed; that between the 1st day of July, 1925 and the 9th day of September, 1925, both dates inclusive, thiw affiant advanced money and paid directly to the said A. H. Reed and to his laborers and those supplying him

with materials, all of which moneys were used for labor and materials used in said work under said contract and all of which said sums are in the total amount of $1,316.36.

That said obligation has not been paid and that payment thereon was not promptly made and that there is now still due and owing thereon the sum of $1,316.36 over and above all just credits and offsets. That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bond given by said contractors to the State of Oregon, said bond to secure the performance of said contract as required by Section 2991 Oregon Laws.

Rex Ellis

Subscribed and sworn to before me this 25th day of February, 1926.

Notary Public for Oregon.

MY COMMISSION EXPIRES JAN. 16, 1927

#783-3088

DEPARTMENT OF OREGON

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

*Gasco Building*

PORTLAND

R.E. PINNEY
*Resident Vice-President*

CLARENCE D. PORTER
*Manager*

D.E. GORTON
*Special Agent*

February 3, 1926.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen: Re. Contract #783-Swartley Brothers.

We have for acknowledgment your favor of January 30th advising of claims filed with you in connection with the above Contract.

Very truly yours,

R. E. Pinney,
Res. Vice-President.

REP:EA

January 30, 1926.

Fidelity & Deposit Company of Maryland.
D. M. Gorton, Agent.
Cases Building.
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Swartley Brothers on contract NO. 783 for the construction of the Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

For your information we wish to advise that the following claims have been filed against this contract:

E. B. Mann in amount $75.25 for labor and material.

Walhala Cash Store in amount $225.56 for supplies.

This payment will be made on or after February 9th, 1926.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

FORM 3 33758 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. [illegible]LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #118

# OREGON STATE HIGHWAY COMMISSION

SALEM

LaGrande, Oregon.
January 27, 1926.

RECEIVED
FEB 2 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

NOTED
State Highway Engineer

Dear sir:

The attached bill for 2500 yards of filler taken from the lands of Lena Mahardy, an Indian on the Umatilla Reservation, is rendered in this form instead of the customary manner of leasing an acre of land.

This land is already under lease to another Indian and according to the regulations of the Indian Service cannot be re-leased to us. The price of $50.00 is the customary price for lease of an acre of land in this vicinity for filler purposes.

Yours very truly,

H G Smith

Acting Division Engineer.

HGS:B
Encl.

PR #118

January 28, 1926.

Mr. O. E. Carter,
Resident Engineer,
Pendleton, Oregon.

Dear Sir:

One of the Swartley Brothers called at the office this morning inquiring as to the cause of the delay in the making of final payment in connection with the regrading of the Emigrant Hill Section. Mr. Swartley stated that approximately sixty days have elapsed since the grading work was completed, which length of time would seem to be sufficient for the working up of the final quantities.

An effort should therefore be made to get this final to us as soon as possible.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Prebert
Office Engineer.

EHP:AP

CC Mr. H. G. Smith,
LaGrande, Oregon.

#32-3102-1

January 12, 1926.

Mr. W. E. Crews,
City Manager,
La Grande, Oregon.

Dear Sir:

This is to inform you that we have today received a letter from John Kern Company, surety on the bond furnished by A. D. Kern, the substance of which is as follows:

"We have taken up the claim of the City of La Grande against A. D. Kern mentioned in your letter of the 4th up with the Kern Company and am advised that this claim is apparently in order and will be paid within the present week or ten days."

Their letter is dated January 11th and from the tone of it it is likely that you will receive payment shortly.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

J. COLLINS LEE, *Secretary*
D. J. GLAZIER, *Secretary-Treasurer*
R. C. L. HAMILTON, *Comptroller*

# HARTFORD ACCIDENT AND INDEMNITY COMPANY

HARTFORD, CONNECTICUT

DEXWELL HEWITT, *Resident Vice-President*
JOY LICHTENSTEIN
*Manager*
JOHN KERN CO.
RESIDENT AGENTS
PHONE MAIN 0082

PACIFIC DEPARTMENT
430 CALIFORNIA STREET
SAN FRANCISCO

1022-3-4 YEON BUILDING
*Portland, Oregon*

January 11- 1926

Oregon State Highway Comm.,
Salem,
Oregon.

Gentlemen:

We have taken up the claim of the City of La Grande against A.D.Kern, mentioned in your letter of the 4th, up with the Kern Company, and are advised that this claim is apparently in order, and will be paid within the present week, or ten days.

Very truly yours,

Ama. JOHN KERN CO.

By G. M. Amero

NOTED

January 4, 1926.

A. D. Kern Company,
Contractors,
290 E. Salmon Street,
Portland, Oregon.

Gentlemen:

This is to advise you that we have today received notice of a claim of the City of La Grande against yourselves for the furnishing of 25 ft. of 10" well casing pipe to be used in connection with your contract for the resurfacing of the Emigrant Hill Section. The amount of the claim is $75.00.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

January 4th, 1926.

Mr. W. C. Crews,
City Manager of La Grande, Oregon
La Grande, Oregon.

Dear Sir:

We have today received a letter from Mr. H. G. Smith, Acting Division Engineer at La Grande, stating that you had a claim against the A. D. Kern Company for some pipe furnished to the Kern Company in connection with the resurfacing of the Emigrant Hill Section, the total amount of your claim being $75.00.

We have no way of forcing the A. D. Kern Company to pay your claim, but we would suggest that in the event that you have difficulty in securing a satisfactory settlement from the Kern Company themselves that you take the matter up with the surety on their bond. You should also file notice of your claim with the Secretary of State in accordance with Section 2991 of the Oregon laws, prior to the expiration of one year from the date of the completion of the contract. In this way, you can hold the surety company equally responsible and liable for the claim. If satisfaction is not secured through the surety company, then you still have recourse to action in the courts. We believe it will not be necessary for you to carry it that far.

The surety on the bond furnished by the A. D. Kern Company in this instance is the Hartford Accident & Indemnity Company, for whom John Kern & Company are the local agents. Their office is in the Yeon Building in Portland.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

cc H. G. Smith

January 4th, 1926.

Hartford Accident & Indemnity Company,
John Kerr & Co., Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received a notice of the claim of the City of La Grande against the A. D. Kern Company, which claim is in amount of $75.00 for 25 feet of 10" small casing pipe furnished the A. D. Kern Company in connection with their contract for the resurfacing of the Emigrant Hill Section of the Old Oregon Trail. This notice is given you as you appear as surety on the bond furnished by the A. D. Kern Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

# 132-30 PE-1

FORM 8 SSTSS 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
January 2, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PE-1
La Grande bill
against Kerns Co.

Attention Mr. Probert.

Dear Sir:

Mr. W. C. Crews, City Manager of La Grande, has requested the assistance of the Highway Department in collecting the attached bill for supplies furnished the A. D. Kern Company in connection with the Emigrant Hill resurfacing.

If you can assist the City of La Grande in collecting this account it will be greatly appreciated by Mr. Crews.

HRG

Very truly yours,

H. G. Smith

Acting Division Engineer.

HGS V
Incl.

RECEIVED
JAN 1926

Copy

September 8, 1925

A.D.Kern
Pendleton, Oregon,

Dr. to the city of La Grande.

| | | | |
|---|---|---|---|
| August-1925 | | | |
| 25' 10" Well Casing Pipe | @3.00 per foot | | $75.00 |

A. C. Cameron

City Manager

OREGON STATE HIGHWAY COMMISSION

November 28, 1925

FH 116

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to the matter of right of way across the Indian Reservation land on the Emigrant Hill Section, Oregon Project No. 116.

We are in receipt of a letter from Mr. A. S. Smith to the effect that early during the present month Mr. Babcock, the Indian Agent at the Reservation advised him that he had sent information to the Indian Commissioner at Washington showing that the Umatilla County Court had legally acquired a right of way through the reservation.

Under these conditionsmay we request that payment of the vouchers which have been held up pending settlement of this question be expedited as much as possible.

Yours very truly,

RG/ A. KLEEN
State Highway Engineer

By

S. H. Frobert
Office Engineer .

Dict by J. W. DeSousa/AP

...SSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

LaGrande, Oregon
November 25, 1925.

PR 118

Mr. Roy A. Klein,
State Highway Engineer.
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

Immediately upon receipt of your letter of November 6th I took up the question of submitting data concerning the acquisition of right of way through the Umatilla Indian Reservation with the Umatilla County Officials and I am informed that Mr. Babcock, the Indian Agent, immediately forwarded the necessary information to the Indian Commissioner at Washington, showing that the Umatilla County Court had legally acquired a right of way through the Umatilla Indian Reservation for the Emigrant Hill Widening.

Consequently by this time the Bureau of Public Roads should have been notified by the Commissioner of Indian affairs that the right of way had been acquired.

Yours very truly,

H. G. Smith

Acting Division Engineer.

HGS:B

PP

November 6, 1925.

Mr. H. G. Smith,
Acting Division Engineer,
La Grande, Oregon.

Dear Sir:

Our payments from the Federal Government in connection with the Emigrant Hill Federal Aid Project are still being held up due to the fact that satisfactory settlement has not yet been made of the obtaining of rights of way through the Indian Reservation. It is one of the requirements of the Federal Bureau that before approval will be given the Federal Aid Project Agreement involving rights of way within Indian reservations, that the obtaining of these rights of way be completed in accordance with the requirements of the Indian Service, and that the Bureau be notified of the completion of such arrangements by the Commissioner of Indian Affairs.

If you will refer to Mr. Baldock's letter of July 18, you will find that arrangements were completed at that time for the acquisition of the right of way by Umatilla County "by resolution." The fifth-day period required for the performance of the proceedings involved in the acquiring of right of way by resolution elapsed a month or more ago, and it would therefore seem that the County is legally in possession of the rights of way, and that all matters in connection therewith must have been settled. It appears, however, that the Commissioner of Indian Affairs at Washington, D. C. has not been advised of the situation, or at least that he has not taken the steps necessary to release the federal aid payments to us.

In order to get action in this matter, we suggest that at the first opportunity, you arrange a meeting with County Judge Schanney and Mr. Babcock, the Indian Agent, and endeavor to get the matter straightened out. It is likely that a letter from Mr. Babcock to the Indian Commissioner stating that the proceedings incidental to the acquiring of right of way by resolution have been completed, and suggesting that he give such notice to the Federal Bureau of Public Roads as is necessary to enable the Bureau

to approve the project agreement and make the federal aid payments to you , will be all that will be required. You may find, however, that it will be necessary for us to supply the Bureau with evidence that the rights of way have been legally acquired, and [illegible] ask the Bureau to take the matter up with the Commissioner of Indian Affairs and secure his release. In this event, it would probably be necessary that we have copies of all of the court records involved, and evidence that all claims for compensation have been settled in accordance with legal requirements.

Please give this matter your early attention as a considerable amount of federal money is now tied up and we are very anxious to obtain its release.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By [illegible]

S. H. Probert
Office Engineer

SHP:AP

November 6, 1928.

Mr. C. H. Purcell, District Engr.,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We have your letter of November 5, in regard to the right of way for the Emigrant Hill Section, Federal Aid Project No. 118.

In July of this year proceedings were started for the acquiring of this right of way by resolution, it having been learned that the Secretary of the Interior had approved this method in connection with a similar case in this state. The obtaining of rights of way in this manner requires a period of fifty days, which period has now elapsed. It is very probable therefore that Umatilla County is now in official possession of the rights of way involved, and it is likely that the failure of the Commissioner of Indian Affairs to advise your Washington Office that the rights of way have been legally obtained by the county has been due to the failure of the County Court and the local Indian Agent to give proper notice to the Commissioner of Indian Affairs.

We are now following this matter up, and hope to have everything satisfactorily arranged within the next few days.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

NOV 6 1925

November 5, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to our letters of June 29 and July 25, relative to right-of-way for Federal aid project No. 118.

We are to-day in receipt of inquiry from our Regional Office regarding the securing of the right-of-way for this project. The execution of the Project Agreement is held up, pending the disposal of this matter, and there is also a revision of the Project Agreement being held up.

Early action on this matter is very desirable.

Very truly yours,

C. H. Purcell
District Engineer.

ACTING

OO #783-30 OO

009-118

STATE OF OREGON

SALEM

November 23rd, 1925.

November 19, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Dear Sir:

We acknowledge receipt of your letter of the 19th instant enclosing three copies of a notice of the claim of the Wallula Cash Store against Swartley Brothers, it being for groceries and provisions furnished Swartley Brothers in the sum of $325.35 in connection with their highway contract for the construction of the Emigrant Hill Section of the Old Oregon Trail. We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Dunleyer,
Chief Clerk.

hbg/er

enclosure

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 19, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:
(Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Messrs. Lowell, Clark & McIntyre, Attorneys at Law, Pendleton, Oregon, and filed as of this date a notice of claim by Wallula Cash Store for groceries and provisions furnished in the sum of $325.36, against the bond taken from Swartley Brothers and the Fidelity and Deposit Company of Maryland for the work of highway construction on the Emigrant Hill Section of the Old Oregon Trail, Umatilla County, State of Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION

By M. J. Haas

#783
Fid + Dep Co Md
Wallula Cash Store
Grocery Bldg.

HM

COPY

TO STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, Wallula Cash Store has a claim for groceries and provisions furnished in the sum of Three Hundred Twenty-five Dollars, thirty-six cents, ($325.36), against the bond taken from Swartley Brothers and the Fidelity and Deposit Company of Maryland for the work of highway construction on the Emigrant Hill Section of the Old Oregon Trail, Umatilla County, State of Oregon.

Wallula Cash Store

By E. S. HUDSON, Prop.

ENDORSED: File No. 488
Filed November 19, 1925, SAM A. KOZER, Secretary of State.

QQ-118

November 23rd, 1925.

Fidelity & Deposit Company of Maryland,
D. E. Corbin, Agent,
Swan Bldg.,
Portland, Oregon.

Dear Sir:

We enclose herewith a copy of petition of a claim which has been filed in the office of the Secretary of State against Swartley Brothers to whom was awarded State Highway Contract No. 705 for the widening of the Emigrant Hill Section of the Old Oregon Trail. This claim is that of the Wallula Cash Store for groceries and provisions furnished Swartley Brothers in the sum of $325.56. This notice is sent you as you appear as surety on the bond furnished by Swartley Brothers in this instance.

Very truly yours,

[illegible]
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

November 21st, 1925.

Hartley Brothers,
Contractors,
Corvallis, Oregon.

Gentlemen:

We have today received from the Secretary of State copy of a notice that has been filed in his office by the Whittle Cash Store, in which they claim to have furnished you groceries and provisions in the sum of $525.56. We are forwarding a copy of this notice to you for your information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

89-118

SALEM

November 20, 1925.

Mr. S. A. Newberry,
Attorney at Law,
Pendleton, Oregon.

Dear Sir:

We refer again to your letter of October 17, requesting an estimate of the work performed between Stations 617 and 661 of the Emigrant Hill Section.

As stated in our letter of October 21, we requested on that date from our resident engineer an estimate of the quantities desired, but for some reason this information has not been received until day. The estimate submitted by him is as follows:

| | | |
|---|---|---|
| Common Excavation | 1,807 | cubic yards |
| Intermediate Excavation | 1,004 | " " |
| Solid Rock Excavation | 2,230 | " " |
| Overhaul | 5,400 | yds.sta. |

We can not give assurance that these are the exact quantities that will be allowed Swartley Brothers in their final estimate, as before final estimate is issued all quantities involved in the work will be checked in this office. Please understand therefore that the quantities listed above are subject to change in the final estimate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP

H. B. VAN DUZER, PORTLAND
W. H. M[illegible]ONE, CORVALLIS } COMMISSIONERS

STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

Pendleton, Oregon.
Nov. 17, 1925.

IN YOUR REPLY PLEASE REFER TO FILE NO. .....

ATTENTION: S. H. Probert.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In reply to your request for an estimate of quantities of work performed between stations 617 and 661 of the Emigrant Hill Section. The Semi-final quantities are as follows.

| | | |
|---|---|---|
| Common | 1807 | Cu. Yds. |
| Intermediate | 1064 | " " |
| Solid Rock | 2230 | " " |
| Overhaul | 5400 | " " |

The above quantities are subject to minor changes upon final checking.

The monthly estimate of Nov. 10, 1925 shows in detail the semi-final quantities from stations 617 to 646-50.

Yours truly,

C. E. Carter.

Resident Engineer.

cc—H. G. Smith.

November 16, 1925.

Mr. C. E. Carter,
Resident Engineer,
Pendleton, Oregon.

Dear Sir:

On October 21, and again on November 2, we wrote to you requesting an estimate of quantities of work performed between Stations 617 and 661 of the Emigrant Hill Section.

We are unable to understand why you have neglected to make reply to these letters, and we request that you advise us in regard thereto at once.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

CC Mr. H. G. Smith,
La Grande, Oregon.

November 2, 1925.

Mr. C. E. Carter,
Resident Engineer,
Pendleton, Oregon.

Dear Sir:

On October 21, we wrote to you requesting an estimate of the quantities of work performed between Stations 617 and 661 of the Emigrant Hill Section.

Please advise as to what disposition has been made of this request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

October 21, 1926.

Mr. S. A. Newberry,
Attorney at Law,
Pendleton, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 17, with reference to the Swartley Brothers' contract for roadbed widening work on the Emigrant Hill section of the Old Oregon Trail.

The estimates so far submitted to this office from the field are not in sufficient detail to make it possible for us to determine the quantities between the station limits mentioned in your letter. We are writing to the Resident Engineer who is in charge of the field work requesting him to let us have the information desired. As soon as this is received it will be furnished to you.

The surety for this contract is the Fidelity and Deposit Company of Maryland. The Portland Agent is Mr. D. E. Sutton, Chaves Building.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AP

October 21, 1925.

Mr. C. E. Carter,
Resident Engineer,
Pendleton, Oregon.

Dear Sir:

We have received from Mr. S. A. Newberry, Attorney at [illegible], Pendleton, a request for estimate of the quantities of work performed between Stations 617 and 661 of the Emigrant Hill Section.

As this information is not available from the monthly estimate sheets, we request that you let us have such an estimate at your early convenience.

It would be desirable of course if you can submit an accurate estimate of the final quantities for the section of line involved, but that is not absolutely necessary. Please, however, indicate whether the estimate submitted is accurate or only approximate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

EMF:AP

CC Mr. H. G. Smith,
La Grande, Oregon.

OCTOBER 17,
1925.

STATE HIGHWAY COMMISSION
SALEM, OREGON.

Dear sir:- I will thank you for the estimate of the work done and performed betwwn atations 617 to 661, both inclusive, on Emigrant Hill, Old Oregon Trail east of Pendleton.

This work being done during the late spring and summer of 1925.

Also who are the bondsmen of the original contractor that is Swartley Bros.

There appears to be some difference as to the work done in the above part of that highway.

Thanking you for an early answer. I am

Yours truly.

L. A. Newberry

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LK
Encl.

89-11

November 19, 1928.

Fidelity & Deposit Company of Maryland,
c/o Mr. D. E. Corton, Agent,
Casco Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice which has been filed in the office of the Secretary of State by Lowell, Clark & McIntyre, attorneys of Pendleton, Oregon, it being the claim of Mr. P. D. Mann for labor and materials furnished Swartley Brothers in the sum of $75.25 which labor was performed by Mr. Mann in connection with the widening of the Emigrant Hill Section of the Old Oregon Trail, state highway contract No. 765.

We forward this notice to you at the request of the Secretary of State as you appear as surety on the bond furnished by Swartley Brothers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

November 19, 1926.

Swartley Brothers,
Corvallis, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim of P. D. Mann against yourselves which has been filed in the office of the Secretary of State by Lowell, Clark & McIntyre, attorneys of Pendleton, Oregon.

This claim is for material furnished you in the sum of $75.25 in connection with your contract for the construction of the Emigrant Hill Section of the Old Oregon Trail.

This notice is forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#783 - [illegible]

November 19, 1935.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Hess, Filing Division.

Dear Sir: Salem, Oregon.

Receipt is acknowledged of your letter of the 17th inst. enclosing three certified copies of a notice that has been filed in your office by Messrs. Lowell, Clark & McIntyre, Attorneys at Law, Pendleton, Oregon, for Mr. F. D. Mann, it being his claim for labor and materials furnished Swartley Brothers in the sum of $75.35 in connection with Swartley Brothers' contract for the construction of the Emigrant Hill Section of the Old Oregon Trail.

Complying with your request we are today forwarding copies of this notice to the contractor and his surety on the bond [illegible] Emigrant Hill Section of the old Oregon Trail,

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

...ZER
...ECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 17, 1[illegible]5.

State Highway Commission,
Salem, Oregon.

Gentlemen:

(Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Messrs. Lowell, Clark & McIntyre, Attorneys at Law, Pendleton, Oregon, and filed as of this date a notice of claim by P. D. Mann for labor and materials furnished in the sum of $75.25, against the bond taken from Swartley Brothers as principal, and the Fidelity and Deposit Company of Maryland as surety, for the work of highway construction on the Emigrant Hill Section of the old Oregon Trail, Umatilla County, State of Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION

By M. J. Haas

#783
Umatilla Emigrant Hill
Fidelity & Dep. Co. of Maryland
Swartley Gordon Bros. Const. Mfg.

HM

# United States of America

## STATE OF OREGON

TO STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, P. D. Mann has a claim for blacksmithing, horse shoeing, labor performed and materials furnished in the sum of Seventy-five Dollars, twenty-five cents, ($75.25), against the bond taken from Swartley Brothers and the Fidelity and Deposit Company of Maryland for the work of highway construction on the Emigrant Hill Section of the old Oregon Trail, Umatilla County, State of Oregon.

P. D. MANN

ENDORSED:

File No. 487
Filed November 17, 1925, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim of P. D. Mann for labor and materials furnished in the sum of $75.25, against the bond taken from Swartley Brothers and the Fidelity and Deposit Company of Maryland, for the work of highway construction on the Emigrant Hill Section of the old Oregon Trail, Umatilla County, State of Oregon, with the original notice of claim filed in the office of the Secretary of State on November 17, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of November, A. D. 19 25.

Sam A. Kozer

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim of P. D. Mann for labor and materials furnished in the sum of $75.25, against the bond taken from Swartley Brothers and the Fidelity and Deposit Company of Maryland, for the work of highway construction on the Emigrant Hill Section of the old Oregon Trail, Umatilla County, State of Oregon, with the original notice of claim filed in the office of the Secretary of State on November 17, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of November A. D. 19 25.

Sam A. Kozer
Secretary of State

By _____
Deputy

Mr. H. G. Smith,
Acting Division Engineer,
La Grande, Oregon.

Dear Mr. Smith:

I am enclosing herewith State Warrant [illegible]
in the sum of $250 in favor of John and Martha
Fisher.

This is in payment of the settlement with the
Fishers of the cattle pass controversy. You
will kindly see that the warrant is delivered.

Yours very truly,

J. H. DEVERS.

JHD:FK

October 16—25

Mr. H. G. Smith,
Acting Division Engineer,
LaGrande, Oregon.

Dear Mr. Smith:

This is to acknowledge your letter of the 3rd, which was accompanied by the voucher executed by both John and Martha Fisher, with respect to their claim for compensation for the removal of a cattle pass which became necessary in the construction of the state highway thru their property.

This voucher I have handed to Mr. Glaiwyer and he will submit it to the Highway Commission.

Yours very truly,

J. H. DEVERS.

JHD:MM

September 22-25

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Mr. Smith:

Please refer to the correspondence concerning the subject of a cattle pass in connection with the widening of the Old Oregon Trail in the vicinity of Emigrant Hill thru the property of Mr. Fisher.

We decided to handle this matter as a right of way matter, and make the consideration which Mr. Fisher agreed to accept in lieu of the cattle pass, the consideration for right of way.

Since title to land for right of way purposes for state highways is to be taken in the name of the county, the state necessarily, and as a matter of ocurse, will not have a deed for the property acquired from Mr. Fisher, the title to this property being in the county of Umatilla.

The voucher calling for the payment of $250 to Mr. Fisher in lieu of the construction of a cattle pass has been rejected by the Secretary of State until we furnish the Secretary of State with a deed and an abstract. I explained to the representative of the Secretary of State that this property has already been conveyed to the county of Umatilla, and this $250 is a sum which the State Highway Commission is paying in lieu of the construction of a cattle pass. This explanation, however, does not seem to satisfy.

In view of the facts, and circumstances, as related above I have prepared another voucher, which I believe correctly reflects the facts and which ought to make unnecessary the procurement of a deed and abstract as required by the Secretary of State. I think, perhaps,

H.G.Smith, September 22-25
Re:Fisher cattle pass
#2

the form of voucher which I previously prepared, and which was signed by Mr. Fisher, is a bit misleading, and I think the form of voucher as now submitted correctly discloses the transaction.

Will you please have this voucher executed by Mr. Fisher and explain to him the reason for the same. When returning the voucher which you may return to me after procuring the signature of Mr. Fisher to the one I am now enclosing.

If you can get the signature of Mr. Fisher to this voucher and return it promptly it can go before the Highway Commission at its next meeting, which is the 29th of this month.

Yours truly,

J. M. DEVERS.

JMD:FE
Enc

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. N. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

LaGrande, Oregon
August 25, 1925.

Mr. R. A.Klein,
State Highway Engineer,
Salem, Oregon.

AUG 27 1925

Att'n: Mr. Devers.

Dear sir:

Relative to your communication of August 5th. Am enclosing herewith invoice from John Fisher and Martha Fisher for the portion of the consideration of their right of way on the line change on the Old Oregon Trail on Emigrant Hill.

As explained to you in my previous letter the consideration of $ 250.00 is in lieu of our removing or rebuilding the old cattle pass which existed on that section of the Old Oregon Trail prior to the line change. I believe that I am correct in my theory that the State will replace existing Cattle Passes , and as stated before we have numerous precedents in this regard.

Trusting that everything is now satisfactory to consummate this deal I am,

Yours respectfully,

R H Baldock

RHB:B
Encl.

Division Engineer.

for the purpose therein mentioned.

Had [illegible]
about this claim, if you will
refer it to him he can take it
up with Rogers direct.

Dick

Mr. R. H. Baldock,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

I have read your letter of the 30th, addressed to Mr. Klein and directed to my attention, and have also read the letter of Mr. Carter's, addressed to yourself under date of July 31st, which was attached to your letter, and have examined the copy of the deed, by which it appears that Seth Fisher and Martha Fisher have deeded to Umatilla County certain real estate for right of way purposes in connection with the Old Oregon Trail.

I note your suggestion that another deed be prepared so as to dispose of the question of a cattle pass, which it appears is a part of the consideration supporting the conveyance. If the Fisher deed has already been recorded it would only complicate matters to make another deed covering the same property, and it, too, recorded.

If the object to attained is a release from the construction of the cattle pass and there is nothing on record, and no condition in the deed obligating the county to build the cattle pass then it appears the matter can be disposed of by paying Mr. Fisher and wife the $250, taking a receipt in full therefor, in which release it should be stated that the payment and receipt of the money was in lieu of the construction of a cattle pass.

I am enclosing herewith a voucher to bring about the payment of $250 on the theory, as stated in your letter, that this amount of money is to be paid by the State rather than the county.

Yours truly,

J. M. DEVERS.

JMD:VM
enc

[illegible] for the purposes therein mentioned.

August 5-25

Mr. R. H. Baldock,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

I have read your letter of the 30th, addressed to Mr. Klein and directed to my attention, and have also read the letter of Mr. Carter's, addressed to yourself under date of July 31st, which was attached to your letter, and have examined the copy of the deed, by which it appears that Seth Fisher and Martha Fisher have deeded to Umatilla County certain real estate for right of way purposes in connection with the Old Oregon Trail.

I note your suggestion that another deed be prepared so as to dispose of the question of a cattle pass, which it appears is a part of the consideration supporting the conveyance. If the Fisher deed has already been recorded it would only complicate matters to make another deed covering the same property, and it, too, recorded.

If the object to attained is a release from the construction of the cattle pass and there is nothing on record, and no condition in the deed obligating the county to build the cattle pass then it appears the matter can be disposed of by paying Mr. Fisher and wife the $250, taking a receipt in full therefor, in which release it should be stated that the payment and receipt of the money was in lieu of the construction of a cattle pass.

I am enclosing herewith a voucher to bring about the payment of $250 on the theory, as stated in your letter, that this amount of money is to be paid by the State rather than the county.

Yours truly,

J. H. REYNOLDS.

jhr:rd
enc

...deed, for the purposes therein mentioned.

OREGON STATE HIGHWAY COMMISSION

July 27-25

Mr. R. H. Baldock,
La Grande, Oregon.

Dear Sir:

Your letter under date of July 25th, addressed to Mr. Klein, and directed to my attention, concerning the controversy over a cattle pass and some additional right of way which the State needs from Mr. John Fisher is before me.

It is my opinion, from the facts stated in your letter, that if we were to procure this right of way by condemnation proceedings the defendant could interpose, as a claim for damages, the value of the cattle pass. In view of this situation I think it would be wise to get a deed from Mr. Fisher for the amount of land necessary for the right of way and let the consideration stated by the $250 which he agrees to accept in lieu of the cattle pass. This should be done before he sells his property because if done afterwards and before you get the conveyance, we will have to deal with the purchasers.

Yours very truly,

J. H. [illegible]

JHF:BM

*...and consideration by the said State, for the purposes therein mentioned.*

H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
July 25, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PE
Re: Cattle Pass.

Attention Mr. Devers.

Dear Sir:

On the Emigrant Hill widening, now under contract, one of the line changes involves a cattle pass to replace an existing structure on the old line. Umatilla County Court procured the additional right of way but did not feel they should build a new cattle pass.

It is my understanding that the Commission will not put in any cattle passes except to replace existing structures in an old road they are improving. I do not remember how long this policy has been in force but it is one that has been carried out in a good many instances past. I remember of one cattle pass on the Oregon-Washington Highway in Morrow county, where the County had an existing structure installed in the old road, which was replaced at the State's expense. There were two cattle passes in Wallowa county that were similarly handled which existed under the same conditions. In addition to having a precedent it would seem that Umatilla County should be relieved of the expense in this instance in view of the fact that the cattle pass installed by the county some five years ago is considerably deteriorated and it is only a question of a few years before it would have to be materially reconstructed. It would be my opinion, based on past action of the Commission and precedent under similar conditions, that the State should pay for the installation of the cattle pass which in this instance was made necessary by the line change.

However, there is another circumstance that has arisen which should be given serious consideration. The man who owns the land for whose convenience the cattle pass is to be installed, advised Carter that he had a deal on to sell the place and that in consideration of $250.00 he would release his right to have a cattle pass installed. Inasmuch as a new cattle pass w uld cost in the neighborhood of $750.00, including excavation, it would be economical for the State to accept his offer. This

*free and voluntary act and deed, for the purposes therein mentioned.*

W. H. MALONE, CORVALLIS

# OREGON STATE HIGHWAY COMMISSION

SALEM

Attention Mr. Devers-- 30 PE -- Re: Cattle Pass-- 2--

man's name is John Fisher and he lives at Pendleton. It would be my recommendation that we pay Mr. Fisher the $250.00 rather than build the cattle pass.

The cattle pass in question is located at Station 754, in the SE¼ of the SW¼ of Section 5, Tp. 1 N., Range 34 E. W. M.

Very truly yours,

Pendleton

Division Engineer.

RHB V

I would prefer telling Fisher that we would not build the pass or pay him in lieu of road construction, but inasmuch as he can prove old pass was used by us necessary - I am of the opinion that we should be able to maintain on practical -

CB

free and voluntary act and deed, for the purposes therein mentioned.

OREGON STATE HIGHWAY COMMISSION
SALEM

W. H. MALONE, CORVALLIS

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon
July 30, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Devers.

Dear sir:

Reference is made to your communication of the 27th regarding the cattle pass from John Fisher, on Emigrant Hill Section, Umatilla County.

Please be advised that in making the line change the county acquired the right of way and got a deed from Mr. Fisher for the new line but a consideration in the deed was that his old cattle pass by moved and that he be furnished with a new one. As I explained in my communication of the 25th, it was the County Court's understanding and my opinion that this cattle pass would be made by the state in regard to past policies of replacing existing structures. However Mr. Fisher states that he will waive his right for consideration of $250.00

Now in order to strai hten this out I would make the following suggestion. Have another deed drawn up transferring the title of the land to the State of Oregon. St te in the deed the consideration, what would be the value of the land which the county has already paid, and $250.00 for the cattle pass. Inasmuch as the county has already paid him for the land the payment by the State of $250.00 for the cattle pass would constitute full and complete payment for all land. In this deed Mr. Fisher could waive all future rights for a cattle pass.

If this is satisfacto... ...ase advise me at once.

Yours very truly,

R. A. Klein

Division Engineer.

RAB:B

Mr. Devers: Please make Carlson attend to this matter.

executed the same as ... free and voluntary act and deed, for the purposes therein mentioned.

OREGON STATE HIGHWAY COMMISSION

OK to pass for payment

RMC

COMMISSION

...sher ..... Dr.

...regon.

...mission $250.00 in full
... used for Right of Way
..., being Forty (40) feet on
... Trail Highway as surveyed over
...est quarter of section 5
...ter of section 8, Township
... being more particularly

described as follows:

Beginning at a point on the north boundary of said property, which point is approximately 1095 feet west and 1320 feet south of the center of said section 5, T.1 N., R. 34 E.W.M., thence south 41° 25' east, a distance of 1204.9 feet; thence on a 2° curve to the right a distance of 519.4 feet, more or less, to a point on the east boundary of said property, which point is approximately 2645 feet north of the center of said section 8, said tract containing 3.29 acres, more or less, in Umatilla County, State of Oregon.

The above sum of money $250.00 is in full payment for the above described property and is accepted by John Fisher and Martha Fisher in full payment in lieu of a cattle pass heretofore required in consideration of the conveyance of the above described property.

30PE-504 $250.00

APPROVED
AUG 2 1925
R O Blanchard
DIVISION ENGINEER

County of Umatilla, } ss.

I, John Fisher, Martha Fisher, being first duly sworn,

... and attached claim; that the foregoing account is correct and just; that the ...

... the State of Oregon as stated;

(Has been furnished or rendered)

... no part thereof has been heretofore paid.

John Fisher

# OREGON STATE HIGHWAY COMMISSION

To John Fisher and Martha Fisher Dr.

Pendleton, Oregon.

Requisition No.

Received from the Oregon State Highway Commission $250.00 in full payment for the following described tract to be used for Right of Way purposes: A strip of land Eighty (80) feet wide, being Forty (40) feet on each side of the center line of the Old Oregon Trail Highway as surveyed over and across the south east quarter of the southwest quarter of section 5 and the northeast quarter of the northwest quarter of section 8, Township 1 north, range 34 east, W.M. Said center line being more particularly described as follows:

Beginning at a point on the north boundary of said property, which point is approximately 1095 feet west and 1320 feet south of the center of said section 5, T.1 N., R. 34 E.W.M., thence south 41° 25' east, a distance of 1204.9 feet; thence on a 2° curve to the right a distance of 519.4 feet, more or less, to a point on the east boundary of said property, which point is approximately 2645 feet north of the center of said section 8, said tract containing 3.29 acres, more or less, in Umatilla County, State of Oregon.

The above sum of money $250.00 is in full payment for the above described property and is accepted by John Fisher and Martha Fisher in full payment in light of a cattle pass heretofore required in consideration of the conveyance of the above described property.

30PE-504 $250.00

APPROVED
AUG 21 1925
R O Blanchard
DIVISION ENGINEER

County of Umatilla, } ss.

I, John Fisher, Martha Fisher, (Name), being first duly sworn, depose and say, upon oath, that I/We (If firm or corporation, state capacity in which employed) that I/we have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the (Material or service) therein specified (Has been furnished or rendered) to the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.

PERSON MAKING AFFIDAVIT John Fisher

To ....JOHN FISHER AND MARTHA FISHER.... Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address ...Pendleton, Oregon.

| DATE | NATURE OF CLAIM | AMOUNT | |
|---|---|---|---|
| | Sept. 4 1925 | | |
| | *For* ...the hereinafter described real estate for right of way purposes acquired by ..... | $ 250 | 00 |
| | *the Oregon State Highway Commission, as per attached statement,* to-wit: A strip of land Eighty (80 feet wide, being Forty(40) feet on each side of the center line of the Old Oregon Trail Highway as surveyed over and across the South East Quarter of the Southwest Quarter of Section 5 and the Northeast quarter of the Northwest quarter of Section 8, Township 1 North, Range 34 East, W.M. Said center line being more particularly described as follows: | | |
| | Beginning at a point on the North Boundary of said property, which point is approximately 1095 feet west and 1320 feet south of the center of said section 5, T. 1 N., R. 34, E.W.M., thence south 41°25' east, a distance of 1204.9 feet; thence on a 2° curve to the right a distance of 519.4 feet, more or less, to a point on the east boundary of said property, which point is approximately 2645 feet north of the center of said section 8, said tract containing 3.29 acres, more or less, in Umatilla County, State of Oregon. | | |
| | - - -

| | | |
|---|---|---|
| *For* the hereinafter described real estate for right of way purposes acquired by *the Oregon State Highway Commission, as per attached statement*, to-wit: | 250 | 00 |

A strip of land Eighty (80 feet wide, being Forty(40) feet on each side of the center line of the Old Oregon Trail Highway as surveyed over and across The South East Quarter of the Southwest Quarter of Section 5 and the Northeast quarter of the Northwest quarter of Section 8, Township 1 North, Range 34 East, W.M. Said center line being more particularly described as follows:

Beginning at a point on the North Boundary of said property, which point is approximately 1095 feet west and 1320 feet south of the center of said section 5, T. 1 N., R. 34, E.W.M., thence south 41°25' east, a distance of 1204.9 feet; thence on a 2° curve to the right a distance of 519.4 feet, more or less, to a point on the east boundary of said property, which point is approximately 2645 feet north of the center of said section 8, said tract containing 3.29 acres, more or less, in Umatilla County, State of Oregon.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

The above sum of money is full payment for the above described property and is accepted by John Fisher and Martha Fisher in lieu of a cattle pass heretofore required in consideration of the conveyance of said property.

August 12, 1925 — 250 00

Computed by ....

Checked by ....

FOR USE ONLY OF DEPARTMENT OF STATE

*Total amount claimed,* $ 250 00

*Audited and approved by* .....

*Period covered* 8/12/25

*Items* right-of-way purchase

*Registered by* .....

*Total amount allowed,* $.....

*Audited by* .....

*STATE OF OREGON,*
*County of* Umatilla, } ss.

I, John Fisher, Martha Fisher, (Name), *being first duly sworn, depose and say, upon oath, that* ~~I~~ We (If firm or corporation, state capacity in which employed); *that* ~~I~~ We *have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* (Material or service) *therein specified* (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

owners

John Fisher

**PERSON MAKING AFFIDAVIT SIGN HERE**

(Name)

Martha Fisher

*Subscribed and sworn to before me this* 12th. *day of* August, *A. D. 192*5.

Blanche E. Barter
Notary Public for Oregon.

*My commission expires* Dec. 7, 1927.

NOTARIAL SEAL

*Warrant No.* M..... *issued in payment of the within claim.*

Form C—3957—1M—3-21

Order No. [illegible] Entered by .....

Claim No. .....

# STATE HIGHWAY FUND

[illegible] AUDITOR AND [illegible] PISER,

[illegible] Oregon.

$ 1 25.00

## STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter [illegible] Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon, .....

The within claim has been authorized in the above amount.

.....
State Highway Engineer

The within claim is approved and allowed in the above amount.

.....
Chairman
State Highway Commission
.....
Commissioner
.....
Commissioner

Audited and Allowed

.....

.....

.....
Secretary of State.

Warrant issued by .....

Checked by .....

[illegible]

COST DISTRIBUTION

| JOB | ACCT. NO. | ORDER NO. | AMOUNTS |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

COPY.

# In The Matter of Oregon Road.

*Known as the* Old Oregon Trail *Highway*

**Know all men by these presents,** *That* John Fisher and Martha Fisher, his wife

*of the County of* Umatilla

*in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of*

One --- ------- *Dollar*

*paid to them, the receipt whereof is hereby acknowledged,* ha ve *granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the Conuty of Umatilla, State of Oregon, the following described parcel of land, situate in Umatilla County, in the State of Oregon, to-wit: A strip of land* Eighty (80) *feet wide, being* Forty (40) *feet on* ----- *side of the center line of said road, as surveyed over and across* the Old Oregon Trail Highway *the South* East Quarter of the Southwest Quarter of Section 5 and the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 North, Range 34 East, W.M. Said center line being more particularly described as follows;

Beginning at a point on the North boundary of said property, which point is approximately 1095 feet West and 1328 feet South of the center of said Section 5, T.1N, R.34 E.W.M.; thence South 41 deg. 35' East a distance of 1204.9 feet; thence on a 2 degree curve to the right a distance of 519.4, feet, more or less to a point on the East boundary of said property, which point is approximately 2645 feet North of the center of said section 8, said tract containing 3.29 acres, more or less.

*Thence running in a* ----- *direction approximately* ----- *feet to Station* ----- *of the said survey, which Station is approximately* ----- *feet* ----- *and* ----- *feet* ----- *of the* ----- *corner which is common to Sections* ----- *Township* ----- *Range* ----- *East W. M.*

**To have and to hold** *the same, unto the County of Umatilla, State of Oregon, for the purpose of a public road forever.*

**In Witness Whereof,** We *have hereunto set* our *hand s and seal s this* 13th. *day of* May, 192 2.

John Fisher (Seal)

(Seal)

*Signed, sealed and delivered in presence of*

Martha Fisher (Seal)

of the County of Umatilla

in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of One --- ------- Dollar

paid to them, the receipt whereof is hereby acknowledged,

he ve granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Umatilla, State of Oregon, the following described parcel of land, situate in Umatilla County, in the State of Oregon, to-wit: A strip of land Eighty (80)--- feet wide, being Forty (40) feet on each------ side of the center line of said road, as surveyed over and across the South East Quarter of the Southwest Quarter of Section 5 and the Northeast Quarter of the Northwest Quarter of Section 8,Township 1 North,Range 34 East,W.M. Said center line being more particularly described as follows;

Beginning at a point on the North boundary of said property,which point is approximately 1095 feet West and 1320 feet South of the center of said Section 5,T.1N,R.34 E.W.M.;thence South 41 deg.30' East a distance of 1194.9 feet;

thence on a 2 degree curve to the right a distance of 319.4,feet,more or less to a point on the East boundary of said property,which point is approximately 2645 feet North of the center of said section 8,said tract containing 3.29 acres, more or less.

Thence running in a ..... direction approximately ..... feet to Station ..... the said survey, which Station is approximately ..... feet ..... and ..... feet ..... of the ..... corner which is common to Sections ..... Township ..... Range ..... East W. M.

To have and to hold the same, unto the County of Umatilla, State of Oregon, for the purpose of a public road forever.

In Witness Whereof, We have hereunto set our hand s and seal s this 13th. day of May, 192 5.

John Fisher (Seal)

Signed, sealed and delivered in presence of (Seal)

R.T.Bryson Martha Fisher (Seal)

L.J.Thomson. (Seal)

STATE OF OREGON, } ss.
County of Umatilla }

I,_____ a Notary Public in and for the State of Oregon, do hereby certify that on this_____ day of_____ A. D. 192____, personally appeared before me _____ to me known to be the individual_____ described in and who executed the within instrument, and acknowledged that_____ executed the same freely_____ free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this_____ day of_____, A. D. 192____

_____
Notary Public for State of Oregon.

My Commission expires_____

# RIGHT OF WAY DEED

_____

_____

_____

TO

UMATILLA COUNTY

State of Oregon.

STATE OF OREGON, } ss.
County of Umatilla }

I certify that the within instrument was received for record on the_____ day of_____ A. D. 192____ at_____ o'clock___m., and recorded in Book_____ on page_____ Records of Deeds of said County.

Witness my hand and seal of office affixed.

_____
Recorder of Conveyances.

By _____ Deputy

Fees_____ No._____

October 28, 1925.

Lowell, Clark & McIntyre,
Attorneys and Counsellors at Law,
Pendleton, Oregon.

Attention Mr. A. C. McIntyre.

Gentlemen:

In reply to your letter of the 22nd inst., addressed to the Secretary of State, in which you inquire as to who are the bondsmen for Swartley Brothers in connection with their contract for the Emigrant Hill Section of the Old Oregon Trail, would say that their bondsmen in this instance is the Fidelity and Deposit Company of Maryland for whom D. E. Corton is local agent. His office is in the Gasco Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

OFFICE OF
LOWELL, CLARK & McINTYRE
ATTORNEYS AND COUNSELLORS AT LAW
PENDLETON, OREGON

STEPHEN A. LOWELL
EDWARD J. CLARK
ARCHIE C. McINTYRE

October 22, 1925.

Secretary of State
Salem
Oregon.

Dear Sir:

Will you kindly advise us as to who are Bondsmen for Swartley Brothers in connection with their contract in Highway construction on Emmigrant Hill Highway near Pendleton.

Yours very truly

Lowell, Clark & McIntyre

M.S.

#763-
Fidelity & Deposit Company of Maryland
U. S. Fidelity & Guaranty Co.
Portland, Oregon.

RECEIVED
OCT 27 1925

SECRETARY OF STATE
RECEIVED
OCT 24 1925
SAM A. KOZER

H. B. G.

Respectfully referred to: State Highway Department
By: Sam A. Kozer

09-118

NOTED
State Highway Engineer

La Grande, Oregon,
August 28, 1925.

RECEIVED
AUG 31 1925
STATE HIGHWAY COMMISSION

Swartley Brothers,
Contractors,
Pendleton, Oregon.

30 PE
Payments to Laborers.

Dear Sirs:

Several times lately men who have been working for Logan Brothers, subcontractors, stated that the representative of Logan Brothers sent them into La Grande for their pay. On their arrival in La Grande they were unable to find a representative of Logan Brothers and were forced to wait for their money.

Please be advised that this method of handling the laborers on your work will not be tolerated, and that the State Highway Commission will hold you to see that matters of this kind are remedied at once.

You will please see Logan Brothers and advise them to pay their men on the ground or have a representative at the place they send the men to pay them.

I would appreciate an immediate reply from you in this regard.

Very truly yours,

R. H. Baldock

Division Engineer.

RHB V

cc Mr. Klein.

30 PE-1

P.R. #118

OREGON STATE HIGHWAY COMMISSION

August 6, 1925.

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

file

Dear Sir:

Reference is made to your letter of August 3, in which you request authority to spend approximately $5,000 in salvaging old rock surfacing from those portions of the Emigrant Hill Section which have been abandoned in relocation.

This will authorize you to proceed with that work. We would suggest, however, that instead of charging same as maintenance work, that it be charged as state force work in connection with contract job 30 PE-1, using Account Number 666, with an explanation of the character of the work involved.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Pribbert
Office Engineer

OK
RAK

SHP:LC

H. B. VAN DUZER, PORTLAND
W. H. [illegible]LONE, CORVALLIS
} COMMISSIONERS

STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon
August 3, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PE

Att'n: Mr. Probert

Dear sir:

Herewith is a request for authority to spend approximately five thousand dollars, ($5000.00) in removing the old macadam on t[illegible] certain sections of the Emigrant Hill where it is made necessary by line and grade changes. We received a bid from Swartley Brothers that they would do this work for 75 cents a yard after we had scarified and winrowed the same. This I believe to be excessive and believe that we can do it cheaper with State forces. We should start this work at once on account of the necessity of eliminating detours. We will however, only be able to do about twenty-five per cent of the work until later in the season at such time as the changes are completed.

I pointed this matter out to Mr. Klein, and he agrees with me that removing the old material is cheaper than putting on new and he instructed me to secure a bid from the contractors and balance this against my estimate of the cost of the work.

In his absence Mr. Klein advised me to take up all matters with you and I will appreciate your approval so that we can go ahead with this work.

Yours very truly,

R H Baldock

Division Engineer.

RHB:B
Encl.

STATE OF OREGON—STATE HIGHWAY COMMISSION

# MAINTENANCE AND BETTERMENT ORDER FORM

County ..... Umatilla ..... Class of Work ..... (Maintenance or Additions and Betterment)

Highway ..... Old Oregon Trail ..... Section Prefix ..... 30 PE .....

Between ..... Pendleton ..... Year ..... 1925 ..... Order No. .....

and ..... Dead Man's Pass ..... Authorization ..... First (First, Second, Third)

Miles ..... Date of Submission 8-3-25 .....

Detailed location of work ..... Emigrant Hill .....

Detailed description of work ..... Remove macadam for both grade and alignment changes. For grade changes the macadam has to be handled twice. .....

Estimates of quantities and costs

| | | cu. yds |
|---|---|---|
| Remove for line changes 13600 Lin.Ft. x 16.0(wide) x 0.4 | | 3200 |
| Remove for grade changes 10650 Lin. ft. x 16.0 (wide) x 0.4 | | 2500 |
| Scarify and winrow material | $ 750.00 | |
| Line change 3200 cu.yds. at .60 | 1920.00 | |
| Remove rock for grade change 2500 cu. yds. at .25 | 625.00 | |
| Replace rock for grade change 2500 cu. yds. at .40 | 1000.00 | |
| Supervision and contingencies | 705.00 | |

Remarks as to how work is to be handled, by whom, etc. ..... State forces and equipment .....

Work to be commenced ..... at once ..... Estimated date of completion .....

Basis of cooperation in payment .....

Budget allowance for this section . . . .

Total of all previous orders for the section, including previous authorization under this order . . . . . .

Balance in budget . . . . .

Estimated cost of work to be done under this order as per above estimate . . . . 5,000.00

Amount previously authorized under this order . . . . . .

Present increase in authorization .

INSTRUCTIONS: Orders are to be prepared in triplicate, using the blue sheet for the original. The blue and white sheets are to be submitted to the Salem office, and after approval by the State Highway Engineer, the white sheet will be returned to the Division Engineer for his files. The yellow sheet will be retained by the Division Engineer until the white sheet is received back, after which it should be sent to the engineer or superintendent in immediate charge of the work.

Descriptions, estimates and other information given on a revised order should cover work under previous authorizations as well as work under the present authorization, as it is intended that the revised order will replace the previous order of the same number rather than serve as a supplement to it.

Recommended for approval:

R. H. Baldock

Division Engineer.

Approved:

State Highway Engineer.

STATE OF OREGON—STATE HIGHWAY COMMISSION

# MAINTENANCE AND BETTERMENT ORDER FORM

County ..... Umatilla ..... Class of Work ..... (Maintenance or Additions and Betterment)

Highway ..... Old Oregon Trail ..... Section Prefix ..... 80 PH

Between ..... Pendleton ..... Year ..... 1925 ..... Order No. .....

and ..... Dead Man's Pass ..... Authorization ..... First (First, Second, Third)

Miles ..... Date of Submission ..... 3-3-25

Detailed location of work ..... Emigrant Hill

Detailed description of work ..... Remove macadam for both grade and alignment changes. For grade changes the macadam has to be handled twice.

Estimates of quantities and costs

| | cu. yds | |
|---|---|---|
| Remove for line changes 13600 Lin.Ft. x 16.0(wide) x 0.4 | 3200 | |
| Remove for grade changes 10650 Lin. ft. x 16.0 (wide) x 0.4 | 2500 | |
| Scarify and winrow material | | $ 750.00 |
| Line change 3200 cu.yds. at .60 | | 1920.00 |
| Remove rock for grade change 2500 cu. yds. at .25 | | 625.00 |
| Replace rock for grade change 2500 cu. yds. at .40 | | 1000.00 |
| Supervision and contingencies | | 705.00 |

Remarks as to how work is to be handled, by whom, etc. ..... State forces and equipment

Work to be commenced ..... at once ..... Estimated date of completion .....

Basis of cooperation in payment .....

Budget allowance for this section . . . .

Total of all previous orders for the section, including previous authorization under this order . . . . . .

Balance in budget . . . . . .

Estimated cost of work to be done under this order as per above estimate . . . . 5,000.00

Amount previously authorized under this order . . . . . .

Present increase in authorization . .

INSTRUCTIONS: Orders are to be prepared in triplicate, using the blue sheet for the original. The blue and white sheets are to be submitted to the Salem office, and after approval by the State Highway Engineer, the white sheet will be returned to the Division Engineer for his files. The yellow sheet will be retained by the Division Engineer until the white sheet is received back, after which it should be sent to the engineer or superintendent in immediate charge of the work.

Descriptions, estimates and other information given on a revised order should cover work under previous authorizations as well as work under the present authorization, as it is intended that the revised order will replace the previous order of the same number rather than serve as a supplement to it.

Recommended for approval: .....
Division Engineer.

Approved: .....
State Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

July 25, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of Vouchers Nos. 1 and 2 for Oregon Federal aid project 118. These vouchers will be held here pending execution of the project agreement.

Attention is called to our letter of June 29, relative to right-of-way for this project, as the project agreement can not be executed until this right-of-way has been obtained.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. H. Davis
Acting.

July 18, 1928.

FE 118

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of corrected Project Agreement Estimate on the Emigrant Hill Section, Oregon Federal Aid Project No. 118.

This estimate has been revised to eliminate the surfacing not within the limits of the Federal Aid Project.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by J. W. DeSouza/AP

Encls.

Oregon State Highway Department — Project No. 110

## EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL

## IN UMATILLA COUNTY

(Estimate as basis for Modified Agreement. Revised to include Contract for surfacing.)

Salem, Oregon, July 17, 1925.

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 500.00 |
| 31,500 cu.yds | Common Excavation | .40 | 12,600.00 |
| 17,800 cu.yds | Intermediate Excavation | .60 | 10,680.00 |
| 41,500 cu.yds | Solid Rock Excavation | 1.30 | 53,950.00 |
| 80,000 sta.yds | Overhaul | .05 | 4,000.00 |
| 2,000 cu.yds | Ditch Cushion | .50 | 1,000.00 |
| 1,250 lin.ft. | 12" Corr. Galv. Iron Pipe | 1.50 | 1,875.00 |
| 240 lin.ft. | 15" " " " " | 2.00 | 480.00 |
| 20 lin.ft. | 24" " " " " | 3.50 | 70.00 |
| 23 lin.ft. | 30" " " " " | 5.00 | 115.00 |
| 20 lin.ft. | 48" " " " " | 9.00 | 180.00 |

SURFACING

| | | | |
|---|---|---|---|
| 5,300 cu.yds | Base Course Surfacing | 1.60 | 8,480.00 |
| 16,600 cu.yds | Top Course Surfacing | 1.79 | 29,585.00 |
| 8,500 cu.yds | Filler | .30 | 2,550.00 |
| | Sub-total | | $ 126,213.00 |
| | 10% Engr. & Cont. | | 12,621.30 |
| | Total | | $ 138,834.30 |

Length of Project - 12.58 miles

Cost per mile $ 11,036.11

State Funds Available $ 55,533.72

Federal Aid Requested 83,300.58 (60%)

$ 138,834.30

FORM 8 83756 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

7-13-25

REFERRED TO
S H P
By State Highway Engineer

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

Reference is made to your communication which was not dated regarding Oregon Field project 118, referring to the right-of-way on the Indian Reservation section.

Please be advised that I attended the joint conference and county court at the Indian Agency at Mission, Oregon. We have been greatly handicapped in securing this right-of-way by the fact that there has been three Indian agents since negiotations with reference to this matter were started. Mr. Swartlander had been there for fifteen years and he deferred any action pending his successor. His successor, Mr. Sharp, immediately after his arrival unfortunately contracted an illness which caused him to withdraw from active duty for three weeks. Immediately upon recovery and before the matter could be consummated he was transferred and Mr. C. M. Babcock was appointed.

It was Mr. Sharp's opinion that he could reach an agreement with the court as to what would be a reasonable compensation and that the court could settle with him rather than making a settlement with each individual Indian. However Mr. Babcock took a contrary view and stated that the law explicitly required a settlement with each Indian. In as much as there are about thirty-six Indians involved and they are scattered over the Indian Reservation and a number in the state of Idaho, it was readily seen that it would require a long time and considerable expense to handle the matter in this manner. Furthermore some of the Indians are minors and it would be necessary to go to the expense of appointing guardians.

Upon receipt of your communication that there was trouble in securing this right-of-way I got in touch with the County Court and the Indian Agency and after a long consultation it was found that the Secretary of Interior had passed upon a similar case in Oregon by which the County Court could acquire the right-of-way by resolution. I presume that you are familiar with the method of acquiring the right-of-way by resolution as defined in Oregon Laws # 5556.

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

Klein - Att'n: Probert #2

This method will require about fifty days before the necessary papers can be forwarded to the Secretary of Interior. Please rest assured that I will give this matter my attention so that it will be consummated as soon as possible.

Yours very truly,

Division Engineer.

PHB:B

July 7, 1925.

FE 118

Bureau of Public Roads,
Post Office Building.
Portland, Oregon.

Gentlemen:

Herewith we are sending you six copies of estimate as basis for modified agreement covering the Emigrant Hill Section, Oregon Federal Aid Project No. 118.

This estimate has been revised to include the contract recently awarded for the surfacing.

Yours very truly.

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encl.

Oregon State Highway Department — Project No. 118

## EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL

## IN UMATILLA COUNTY

(Estimate as basis for Modified Agreement, for surfacing.) — Revised to include contract

Salem, Oregon, July 2, 1925.

**Grading:**

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | 300.00 |
| 31,500 cu.yds | Common Excavation | .40 | 12,600.00 |
| 17,800 cu.yds | Intermediate Excavation | .60 | 10,680.00 |
| 41,500 cu.yds | Solid Rock Excavation | 1.50 | 62,250.00 |
| 80,000 sta.yds | Overhaul | .05 | 4,000.00 |
| 2,000 cu.yds | Earth Cushion | .50 | 1,000.00 |
| 1,250 lin.ft. | 12" Corr. Galv. Iron Pipe | 1.50 | 1,875.00 |
| 240 lin.ft. | 18" " " " " | 2.50 | 600.00 |
| 30 lin.ft. | 24" " " " " | 3.50 | 70.00 |
| 22 lin.ft. | 36" " " " " | 5.50 | 165.00 |
| 20 lin.ft. | 48" " " " " | 9.00 | 180.00 |

**Surfacing:**

| | | | |
|---|---|---|---|
| 5,300 cu.yds | Base Course Surfacing | 1.60 | 8,480.00 |
| 20,300 cu.yds | Top Course Surfacing | 1.79 | 36,337.00 |
| 10,400 cu.yds | Filler | .30 | 3,120.00 |
| | Sub-total | | $ 135,865.00 |
| | 10% Engr. & Cont. | | 13,[illegible].50 |
| | Total | | $ 146,[illegible].50 |

Length of Project 12.68 miles

Cost per mile $11,680.72

| | | |
|---|---|---|
| State Funds Available | $ 58,777.40 | |
| Federal Aid Requested | 88,186.10 | (60%) |
| | $ 146,963.50 | |

OG-118

BELL TRUCK COMPANY

July 6, 1925.

Bell Truck Company,
Pasco, Washington.

Attention Mr. J. C. Bell.

Gentlemen:

We have just today received your letter dated June 2nd in reference to the matter of surfacing the Blue Mountain Road in Umatilla County, in which you state is often spoken of as Weston Mountain. We notethat you have information to the effect that we were to have received bids on this work on the 7th of June.

In reply will say that the statehighway commission did not receive bids on that date neither did we have any contract for the surfacing of that particular section of road. The highway commission did receive bids on the resurfacing of the Emigrant Hill Section of the Old Oregon Trail in Umatilla County which bids were received and opened on June 25th. The contract was awarded to A. D. Kern of Portland, Oregon.

In the event that this is the particular contract that you have in mind would suggest that you write a letter direct to A. D. Kern whose address is 290 E. Salmon Street, Portland, Oregon, giving him a detailed statement of the equipment, etc. that you have available. In the event that this is not the contract that you had in mind there is a possibility that you have reference to county road work which was advertised and is being paid for by Umatilla County. If this is the case would suggest that you write direct to Umatilla County Court, Pendleton, Oregon, for further consideration.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

# BELL TRUCK COMPANY

**HAULING OF ALL KINDS**

**ROAD WORK A SPECIALTY**

Pasco, Wash. June 2. 1925.

Mr Roy A. Klein -

Salem, Oregon. % State Highway Dept.

Dear Sir -

We understand that bids will be opened the contract let for surfacing the Blue mountain road, in Umatilla County, Oregon. Also in spoken of in Eastern Oregon as Weston mountain, on the 7th of this month.

Will you kindly hand this letter to the successful bidder.

ANSWERED
H. B. G.

We are in a position now to bid on other work, having recently finished our work here, and would like the opportunity of bidding on the gravel haul of this contract.

We have all 4 ton trucks equipped with 4 yd bodies and hoist. all in first class condition. We are familiar with hauling conditions in Eastern Ore. and are very anxious to bid

on this hauling.

Thanking you for your favor we remain

very Respectfully yours.

Bill Truck Co.

By L. C. Bell.

FORM 0 23765 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon.
July 7, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

REFERRED TO
S. H. P.
By State Highway Engineer

Dear Sir:

Reference to your communication of recent date, regarding your file PR-116.

This is to advise that I furnished the County Court with all necessary maps, descriptions, etc, for the right of way for the Emigrant Hill Widening, and line changes, prior to letting the contract and will further advise that all data was in conformity with the rulings of the Interior Department, inasmuch as they were made up after consultation with the Indian Agent at Pendleton.

We submitted the 400 foot map, showing the line, subdivisions, Indian owners, and furnished right of way descriptions on forms provided by the Indian Agent, in each and every case. I am today writing Judge Schannep to investigate the matter, and just as soon as I have time to go to Pendleton will see Judge Schannep and the Indian Agent personally.

Very truly yours,

Division Engineer.

WW Y

FH 118

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Herewith we are enclosing copies of letters received from the Bureau of Public Roads relative to right-of-way across the Indian reservation lands on the Emigrant Hill Section, Oregon Federal Aid Project No. 118.

Will you kindly take this matter up with the county officials with the view of expediting matters as much as possible. You will notice that the last paragraph of the letter implies that the project agreement will not be executed by the Secretary of Agriculture until such time as the right-of-way question is entirely cleared up.

It might also be advisable to get in touch with the Indian agent at the reservation and find out from him whether any data which the county does not now have will be required.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 29, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal aid No. 118, Emigrant Hill Section of the Old Oregon Trail.

We are in receipt of a letter from our Washington office, stating their administrative approval has been given by the Commissioner of Indian Affairs of the Interior Department. However, this project is located entirely within the Umatilla Indian Reservation and we have no information that the right of way for the project has been obtained. In a letter written by the Asst. Commissioner of Indian Affairs, he states that the right of way will be given prompt attention upon receipt of the necessary papers through the Superintendent of the Reservation.

In a conversation with Mr. Baldock, Division Engineer, he stated the County had been furnished the necessary papers for the securing of this right of way, and it is suggested that as soon as right of way approval has been given, we be notified in order that the project agreement may be signed by the Secretary.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS
Washington, D. C.

June 18, 1925.

My dear Mr. MacDonald:

There is returned herewith Oregon Federal aid project statement No. 118, covering 13.2 miles of the Old Oregon Trail located entirely within the Umatilla Indian Reservation, with Department approval subject to the usual conditions.

The right of way matter will be given prompt attention upon receipt of the necessary papers through the superintendent in the usual way.

Very truly yours,

(Signed) E. B. Meritt

Assistant Commissioner

Hon. Thomas H. MacDonald
Chief, Bureau of Public Roads

UNITED STATES

DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

Washington

June 2, 1925

The Honorable,

The Secretary of the Interior

My dear Mr. Secretary:

There is enclosed herewith Oregon Federal aid project statement No. 118, covering 13.2 miles of the Emigrant Hill Section of the Old Oregon Trail between Pendleton and La Grande, located entirely within the Umatilla Indian Reservation.

This road will be of considerable benefit to the Indians; and as it will be constructed entirely without cost to this Service, it is recommended for your approval subject to the state procuring the necessary right of way and paying any damages which may be assessed as required by law, with the right to take without charge such road materials located upon tribal land as may be necessary for use in the construction of the highway.

The right of way matter will be formally presented to the Department for consideration upon receipt of the necessary papers.

Respectfully,

(Signed) Chas. H. Burke

Approved Jun 8 1125

John H. Edwards

Assistant Secretary.

June 23, 1926.

FH 116

Bureau of Public Roads
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis covering the surfacing of the Emigrant Hill Section, Oregon Federal Aid Project No. 118.

The special provisions for the work have been sent sent to you previously.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP
Encls.

Oregon State Highway Department — Project No. 118

EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL

IN UMATILLA COUNTY

(Estimate with Special Provisions. Not as basis for Notified Agreement.)

Salem, Oregon, June 23, 1938.

| | | | | |
|---|---|---|---|---|
| 5,000 | cu.yds | Base Course Surfacing | $ 2.00 | $ 10,000.00 |
| 20,300 | cu.yds | Top Course Surfacing | 2.35 | 47,705.00 |
| 10,400 | cu.yds | Filler | .80 | 8,320.00 |
| | | | | $ 66,025.00 |
| | | | 10% Engr. & Cont. | 6,602.50 |
| | | | | $ 72,627.50 |

Length of Project - 13.20 mi.

Cost per mile - $ 5,502.08

State Funds Available $54,855.50
Federal Aid Requested 15,000.00

$ 69,855.50

Contract 1.6. 1.79 Maint. 1.30

Unit Price Analysis

| | |
|---|---|
| Quarrying and Crushing | $ 0.90 |
| Hauling (2.25 mi. @ .18) | .40 |
| Spreading & Finishing | .41 |
| Supt. & Overhead | .16 |
| | $ 1.87 |
| 15% | .28 |
| | $ 2.17 |

Estimated differential of $0.25 between base and top course materials.

FORM 9 29733 10M-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
June 16, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dnigrant Hill.
Re: Resurfacing.

Attention Mr. Probert.

Dear Sir:

With reference to the special provisions accompanying the Dnigrant Hill resurfacing proposals, on page 4, under "Width and Average Quantities" I find there are some errors in the distribution of quantities as listed therein. I have corrected these errors and in addition am sending a tabulation of distribution by miles.

Please note that I have changed the base between stations [illegible] and 813 to stations 805 and 843 in anticipation of the line change that we will probably make in the grade immediately as it is very probable that the change can be made more cheaply than widening the old road at this point. I am having Porter run the line now. If we do not use the change there will be no change if we find we do these extra stations.

I believe it would be better and give the contractor more data to figure his yardage on if we would make a mile summary of quantities similar to the one you put on the bottom of the sketch for the Delcoset - Elgin resurfacing. I would suggest that we furnish bidders with blue prints of the mile distribution of quantities and a corrected mine-O-graph sheet of the width and average quantities.

Very truly yours,

[signature]

[illegible]

Division Engineer.

[illegible]

The preparation of the existing surfacing and subgrade shall be carried onto a short distance in advance of the depositing of the surfacing materials, and after a section has once been prepared, it shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the engineer, in a condition suitable and satisfactory for the application of the new materials.

Width and Average Quantities:

The surfacing and resurfacing shall be constructed to a top width of sixteen (16) feet feathered to a bottom width of twenty (20) feet.

Between stations 158 + 40 and 348 + 00 the quantity of top course materials required will average approximately sixteen(16) cubic yards per 100-foot station. No base course materials will be required between those stations.

Between stations 348 + 00 and the east end of the project (station 1044 + 93.4), the quantity of top course materials required will average approximately twenty-four (24) cubic yards per station.

From station 348 + 00 to 405 + 00, from station 700 + 00 to 710 + 00, from station 732 + 00 to 771 + 50, from station 805 + 00 to 843 + 00, from station 993 + 00 to station 1008 + 00, and from station 1020 + 00 to 1029 + 00 the quantities of base course materials required will average approximately twenty (20) cubic yards per station. Over other portions of the section between stations 350 + 00 and 1044 + 93.4, the quantities of base course materials required will vary from nothing to twenty (20) cubic yards per station.

It shall be understood that the average quantities given above are approximatele only, and that the quantities of base and top course materials to be furnished and placed in any 100-foot station are to be as ordered by the engineer.

Number of Courses:

The number of courses in which the surfacing materials are to be placed and the thickness of each course shall vary with the quantities of materials to be placed, and shall be as the engineer directs. In general, the base course materials shall be placed in one course and the top materials shall be placed in two courses.

FB 118

16/10/25

## [illegible] WITH MILL RESURFACING:

## [illegible] COMMISSION

| Pile. | Station | to | tation | Base | Top | Filler |
|---|---|---|---|---|---|---|
| 1 | 188 + 40 | | 211 + 20 | --- | 850 | 350 |
| 2 | 211 + 20 | | 264 + 00 | --- | 850 | 350 |
| 3 | 264 + 00 | | 316 + 80 | --- | 850 | 350 |
| 4 | 316 + 80 | | 369 + 60 | 460 | 1220 | 680 |
| 5 | 369 + 60 | | 422 (442) + 40 | 700 | 1440 | 880 |
| 6 | 422 (442) + 40 | | 475 + 20 | --- | 1150 | 470 |
| 7 | 475 + 20 | | 528 + 00 | 60 | 1280 | 540 |
| 8 | 528 + 00 | | 580 + 80 | 130 | 1280 | 580 |
| 9 | 580 + 80 | | 633 + 60 | 500 | 1280 | 740 |
| 10 | 633 + 60 | | 686 + 40 | 180 | 1280 | 590 |
| 11 | 686 + 40 | | 742 + 20 | 500 | 1280 | 720 |
| 12 | 742 + 20 - ? | | 798 + 00 | 800 | 1500 | 970 |
| 13 | 798 + 00 | | 850 + 80 | 730 | 1280 | 720 |
| 14 | 850 + 80 | | 903 + 60 | 500 | 1280 | 740 |
| 15 | 903 + 60 | | 956 + 40 | 100 | 1280 | 560 |
| 16 | 956 + 40 | | 1009 + 20 | 540 | 1280 | 740 |
| 17 K- | 1009 + 20 | | 1044 + 93.4 | 100 | 920 | 420 |
| | (17) 1044 + 93.4 | | | | | |
| | | | | 5390 | 20300 | 10400 |

K- Pile 17 is only 0.7 miles long.

FORM 8 28758 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

6/9/25

Old Oregon Trail.
Emigrant Hill Section.
10.7 miles resurfacing.

Estimate of Cost:

| | | | |
|---|---|---|---|
| Base course material | 5,300 cu yds | 2.00 | 10,600.00 |
| Top course material | 20,300 " " | 2.35 | 47,705.00 |
| Grade "A" maintenance material | 1,700 " " | 1.55 | 2,635.00 |
| Grade "B" maintenance " | 1,700 " " | 2.00 | 3,400.00 |
| Filler | 10,400 " " | .50 | 5,200.00 |

| | |
|---|---|
| For comparison of Bids ---------- | $69,540.00 |
| Haul on Filler ---------- | 5,400.00 |
| Sprinkling ---------- | 4,600.00 |
| Budget for Job ---------- | $79,540.00 |

(Based on 15% Profit.)

FORM 5 33752 10M-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

OG 118

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon.
May 27, 1925.

Mr. Roy A. Klein,
Imperial Hotel,
Portland, Oregon.

Dear Sir:

With relation to the projects for the June meeting and with further reference to your communication of recent date regarding the surfacing of the Emigrant Hill Section of the Old Oregon Trail in Umatilla County will advise that in my opinion the contract can be awarded for the June letting. There is a quarry about eleven miles from Pendleton or approximately four miles from the beginning of Swartley Brothers contract for widening Emigrant Hill and he will have the grade completed up as far as the quarry by July 1st, so the contractor could start as soon as he gets set up. In connection with this work will advise that the first eleven miles are light work and in my opinion the surfacing could be accomplished without any undue settlement being manifest. From this point on up the hill, however, there is a considerable portion that should stand over the winter so that the contract should be drawn up, providing for completion of that section from a point three miles east of Pendleton which was resurfaced last year up as far as the quarry, a total distance of eight miles, the remaining nine miles to be finished next spring. In addition to this they could put on enough material on the weak portions of the grade that will allow winter and spring traffic to pass over this section without hardship.

Very truly yours,

R. A. Bellah

Division Engineer.

HHB M
cc Mr. S. H. Probert

FORM 8 88795 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

La Grande, Oregon.
May 27, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Imperial Hotel,
Portland, Oregon.

Dear Sir:

With relation to my recent communication to Swartley Brothers regarding their method of handling work on the Emigrant Hill Widening in Umatilla County, will advise that I have received a communication from them in which they have outlined a better policy and I believe that we can expect more progress. The main objection I have had in addition to their slowness in prosecuting the work was the fact that they did not seem to be experienced in finishing. I looked over the work day before yesterday with Mr. Carter and advised him to give it his personal attention and to require the contractors to finish a short section as a model which was to be a criterion for future work of this kind. If this is carried out according to instructions I believe we will not have any further difficulty with these contractors. It is particularly desirous that they expedite the work so we may be able to let the surfacing contract.

Very truly yours,

R. H. Baldock

Division Engineer.

RHB M

PR 9-118

PR #

La Grande, Oregon.
May 27, 1925.

Mr. Roy A. Klein,
Imperial Hotel,
Portland, Oregon.

Dear Sir:

With relation to the projects for the June meeting and with further reference to your communication of recent date regarding the surfacing of the Emigrant Hill Section of the Old Oregon Trail in Umatilla County will advise that in my opinion the contract can be awarded for the June letting. There is a quarry about eleven miles from Pendleton or approximately four miles from the beginning of Swartley Brothers' contract for widening Emigrant Hill and he will have the grade completed up as far as the quarry by July 1st, as the contractor could start as soon as he gets set up. In connection with this work will advise that the first eleven miles are light work and in my opinion the surfacing could be accomplished without any undue settlement being manifest. From this point on up the hill, however, there is a considerable portion that should stand over the winter so that the contract should be drawn up, providing for completion of that section from a point three miles east of Pendleton which was resurfaced last year up as far as the quarry, a total distance of eight miles, the remaining nine miles to be finished next spring. In addition to this they could put on enough material on the weak portions of the grade that will allow winter and spring traffic to pass over this section without hardship.

Very truly yours,

R. H. Probert

Division Engineer.

MEB M
cc Mr. S. H. Probert

PG-118

La Grande, Oregon.
May 18, 1925.

NOTED
State Highway Engineer

RECEIVED
MAY 19 1925

Swartley Brothers, Contractors,
Pendleton Hotel,
Pendleton, Oregon.

Dear Sirs:

I note upon your estimate #1 covering work performed between April 10th and May 10th, which is the first estimate rendered, during the 30 days you were engaged upon this project you completed work to the value of approximately $12,015.00 which is approximately one seventh of the total amount of the contract in question. This is to advise that on this ratio it would take seven months to complete the grading of Emigrant Hill in fulfill your Contract #783. The total amount of time you have from the time of beginning work to specified date of completion is only four and one half months which makes it necessary for you to prosecute the work with approximately twice the speed you have during the past month.

I noted on the inspection trip I made less than a week ago that you are not making the progress necessary to complete the work in time and would suggest that you give this your attention while there is still time to do so. I would thank you for replying, stating your plans in this regard. We are especially anxious about this job as we wish to let contract for surfacing a portion of this section this year.

Very truly yours,

R. B. Bellinger

Division Engineer.

RBB M
cc Mr. Roy A. Klein,
cc Mr. C. E. Carter.

OG 118

FORM 2A 27848 10M 3-25

WILLIAM DUBY, SALEM, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M[illegible]ONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM May 12, 1925

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. C. E. Carter,
Resident Engineer,
Box 325,
Pendleton, Oregon.

[illegible]
MAY 21 1925
[illegible]

Dear Sir:

Reference is made to your pay-roll covering the Emigrant Hill roadbed widening for April 1925.

It is noted that the pay-roll amount of $26.10 for J. P. Gram, truck driver, is distributed to 25 MJ-85-D 5. This segregation is not in accordance with our cost keeping records, and we are making the entry in our books to 25 MJ-85- Order No.13. Please advise the correct distribution for this charge and we will then make the necessary transfer voucher placing the item where it should be.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By S. H. Probert
S. H. Probert
Office Engineer
Ex truck spec - 10.

Dict. by J.W. DeSouza:L

25 MJ-85 D-5 — 13

C. E. Carter.
5-19-25.

C.T.A.

May 12, 1925

Mr. C. E. Carter,
Resident Engineer,
Box 325,
Pendleton, Oregon.

Dear Sir:

Reference is made to your pay-roll covering the Emigrant Hill roadbed widening for April 1925.

It is noted that the pay-roll amount of $28.10 for J. P. Grem, truck driver, is distributed to 25 MJ-85-D 5. This segregation is not in accordance with our cost keeping records, and we are making the entry in our books to 25 MJ-85- Order No.13. Please advise the correct distribution for this charge and we will then make the necessary transfer voucher placing the item where it should be.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSousa:L

April 30, 1925.

Standard Oil Company,
Walla Walla, Washington.

Attention Mr. J. P. Cruden,
District Sales Manager.

Gentlemen:

In reply to your letter of the 29th inst. regarding the contract of Kasl-Taylor Bros. & Paquet for the construction of the Emigrant Hill Section of the Old Oregon Trail, will say that evidently this firm has a sub-contract under Swartley Brothers of Corvallis, to whom the Highway Commission awarded this contract.

The work under this contract is the widening of the roadbed, consisting of 12.50 miles, designated as the Emigrant Hill Section of the Old Oregon Trail, our contract No. 785. The amount of the contract is $35,648. The amount of the bond is $42,824. The surety on the bond furnished by Swartley Brothers in this instance is the Fidelity & Deposit Company of Maryland, for whom D. E. Corton is local agent. His address is Gasco Building, Portland, Oregon.

The date of completion has been set as August 31, 1925. Payments will be made to Swartley Brothers each month and the basis of these payments will be the actual amount of work accomplished during the preceding month less 15% which is the amount retained by this department pending completion of the work.

We trust the foregoing information is satisfactory for your needs.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. E. Glaisyer,
Chief Clerk.

HEG:LM

STANDARD OIL COMPANY
INCORPORATED IN CALIFORNIA

J. P. CRUDEN,
DISTRICT SALES MANAGER
H. W. McCALLUM,
ASSISTANT DISTRICT SALES MANAGER

SALES DEPARTMENT

OFFICE
FIRST NATIONAL BANK BLDG.
II SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASHINGTON,

SUBJECT:

April 29, 1925

Kesl-Taylor Bros. & Paquet

Oregon State Highway Commission,
Salem, Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Attention Mr. H. B. Glaisyer

The above contractor has been granted a contract for some work on the Emigrant Hill Section of the Old Oregon Trail near Pendleton, Oregon.

We have started making deliveries to this contractor and would appreciate your giving us some information regarding description and location of the work, including the contract number, the approximate amount for which the contract was let, how the contract provides for payment to the contractor and how much of the contract price is withheld, name and address of contractor's bonding company, and finally, the approximate date upon which the job will be completed.

We shall appreciate your giving us this information at your earliest opportunity, so that we can go ahead with the necessary deliveries to this contractor.

Very truly yours,

STANDARD OIL COMPANY,

By P. H. Cruden
District Sales Manager

MCS:DH
Credit

PG-1.15

RR

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

April 21, 1926

Dear Sir:

Reference is made to your letter of April 18th in regard to the use of head walls on the Emigrant Hill Section.

Mr. Morris of the Bureau of Public Roads is not insisting upon the use of head walls upon this section. His reason for calling Mr. Carter was to ascertain whether or not the pipe culverts now in place on that section have head walls on the inlet ends. We forwarded to Mr. Morris the information given in your previous letter to the effect that no head walls were in place, but he seemed to gain the impression that this applied only to the outlet ends of the pipes and he wanted to make sure whether or not the head walls were in place on the inlet ends.

It seems that this matter has been taken up by either the Washington or the San Francisco Office of the Bureau, and Mr. Morris did not want to make a definite recommendation that head walls be not required until he was fully informed as to the conditions existing in connection with the culverts already in place.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc-O.R. Carter, Resident Engineer,
Pendleton, Oregon.

STATE HIGHWAY ENGINEER,
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
April 18, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PE
Re: Headwalls.

Attention Mr. Probert.

Dear Sir:

C. E. Carter phoned in today and said he had a communication from A. F. Morris, in which he is very anxious to have a decision in regard to the headwalls on the Emigrant Hill section. In Mr. Morris's opinion headwalls are required on the upper side.

There will probably be about twenty headwalls on the upper side for the new pipes or extensions of the old pipes. Personally I believe they could be handled by just a little rip rap around the pipes, but if the Bureau instists on the headwalls they could be built at a reasonable cost with rubble masonry.

I wish you would take this up with Mr. Morris and if he is insistent that headwalls be placed on the upper side on the extensions to the old pipes, I have no objections. Mr. Morris would like this information not later than Monday April 20th in order to make his report to Washington.

Very truly yours,

R A Baldock

Division Engineer.

WB. V

cc C. E. Carter.

OREGON STATE HIGHWAY COMMISSION
SALEM

FP 118

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

April 15, 1925

Gentlemen:

Reference is made to the Emigrant Hill Section, Oregon Federal Aid Project No. 118.

We are today in receipt of advice from Mr. Baldock to the effect that the use of head-walls on pipe extensions is not contemplated. This is occasioned by the fact that no head-walls were used on the original construction , and the drainage has functioned very satisfactorily. He,therefore, does not feel that the expense of placing head-walls on the pipe extensions would be justified. It is understood, of course, that the pipes are being made long enough so that there will be no danger of scouring of the slopes.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeCouza:L

cc

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon.
April 13, 1925.

PR 118

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. S. H. Probert

Dear Sir:

Referring to your communication of April 11th regarding headwalls on Emigrant Hill Section, Federal Aid Project #118, please be advised that there were no headwalls used on this job because with the exception of a few instances there are no headwalls on the present pipes and the drainage has been functioning very satisfactorily. Under the circumstances I do not think it necessary to incur this expense.

Very truly yours,

R H Baldock

Division Engineer.

RHB M

RECEIVED
APR 15 1925

FR 116

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

April 11, 1925

Dear Sir:

The Bureau of Public Roads has brought up the point that the contract for widening the Emigrant Hill Section, Federal Aid Project No. 198, does not include any provision for head walls on the culvert pipe extensions. As this section originally was constructed by the county, we have no data in this office showing whether or not head walls were constructed on the original pipe culverts.

Will you please advise us what you propose to do on the extensions in order that we may advise the Bureau. We presume that the head walls are contemplated, but desire definite information on this point before we make reply to the Bureau.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W.DeSouza:L

cc

OG 118

April 5, 1925.

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Mr. A. M. Swartley of Swartley Bros., the successful bidders on the Emigrant Hill Section, was in the office yesterday. He stated that he had subbed this work to Taylor Bros. & Paquet, who are a firm of truck haulers and claim to have done considerable contract work in Columbia County. I do not recall that they have ever done work for us previously.

Swartley Bros. are well known in Corvallis and have a very good reputation, although this is their first highway job. Mr. A. M. Swartley was formerly engineer for the Bureau of Mines. They have the shovel which will be used on this job.

Mr. Swartley says that he will be on the job at all times and available to receive all instructions from the Resident Engineer.

I impressed upon both Mr. Swartley and Taylor Bros. the necessity for prompt action on this job and they stated that they would arrange to begin operations at once. Please follow this up and if they do not show signs of activity within a reasonable time, advise promptly.

Very truly yours,

State Highway Engineer.

RAK:HI

PR 118

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

April 5, 1925

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Emigrant Hill Section, Oregon Project No. 118.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeSpain:L
Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT No. 118.

Emigrant Hill Section of The Old Oregon Trail
in Umatilla County.
(Estimate as basis for project agreement.
Based on contract prices.)

Salem, Oregon, April 1, 1925.

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 500.00 |
| 31,500 | Cu.yds. | Common Excavation | .40 | 12,600.00 |
| 17,800 | Cu.yds. | Intermediate Excavation | .60 | 10,680.00 |
| 41,500 | Cu.yds. | Solid Rock Excavation | 1.30 | 53,950.00 |
| 80,000 | Stn.Yds. | Overhaul | .05 | 4,000.00 |
| 2,000 | Cu.yd. | Earth Cushion | .50 | 1,000.00 |
| 1,250 | Lin.Ft. | 12" Corr. Galv. Iron Pipe | 1.50 | 1,875.00 |
| 340 | Lin.Ft. | 18" Corr. Galv. Iron Pipe | 2.50 | 850.00 |
| 20 | Lin.Ft. | 24" Corr. Galv. Iron Pipe | 3.50 | 70.00 |
| 22 | Lin.Ft. | 36" Corr. Galv. Iron Pipe | 6.50 | 143.00 |
| 20 | Lin.Ft. | 48" Corr. Galv. Iron Pipe | 9.00 | 180.00 |
| | | Sub-total | | 85,648.00 |
| | | 10% Engr. & Cont. | | 8,564.80 |
| | | Total | | $ 94,212.80 |

Length of project 12.66 miles

Cost per mile $7,439.09

| | |
|---|---|
| State Funds Available | $ 37,685.12 |
| Federal Aid Requested | 56,527.68 |
| | $ 94,211.80 |

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

RECEIVED
MAR 16 1925

March 14, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have just been advised that the Secretary of Agriculture approved Oregon project statement No. 118, Emigrant Hill section of the Old Oregon Trail, on March 10th.

Yours very truly,
C. H. PURCELL, District Engineer,

By L. W. McDaniel
Acting

FR 116

February 21, 1929

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Under separate cover we are today sending you three blue print sets of plans for the Emigrant Hill Section, Oregon Project No. 116. One additional set of plans and the original cross-sections for the project will be forwarded to you the first of next week.

Six copies of estimate and six copies of special provisions are being sent herewith.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSousa:L
Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 118

**Emigrant Hill Section of the Old Oregon Trail Highway in Umatilla County.**

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, February 21, 1928

| | | | | |
|---|---|---|---|---|
| All Required | | Clearing and Grubbing | | $ 50.00 |
| 31,500 | Cu.yds. | Common Excavation | .32 | 10,080.00 |
| 17,500 | Cu.yds. | Intermediate Excavation | .58 | 10,234.00 |
| 41,500 | Cu.yds. | Solid Rock Excavation | 1.31 | 54,365.00 |
| 80,000 | Stn. Yds. | Overhaul | .06 | 4,800.00 |
| 2,000 | Cu.yds | Earth Cushion | .75 | 1,500.00 |
| 1,298 | Lin.Ft. | 12" Culvert Pipe | 1.75 | 2,187.50 |
| 340 | Lin.Ft. | 18" Culvert Pipe | 2.50 | 850.00 |
| 30 | Lin.Ft. | 24" Culvert Pipe | 3.75 | 75.00 |
| 22 | Lin. Ft. | 36" Culvert Pipe | 6.00 | 132.00 |
| 20 | Lin.Ft. | 48" Culvert Pipe | 8.00 | 160.00 |
| | | | Sub-total | $4,523.50 |
| | | | 10% Eng. & Cont. | 452.35 |
| | | | | $ 82,975.85 |

Length of project 12.58 mi.

Cost per mile $7,350.76

FORM B 28788 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
February 7, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Emigrant Hill-- PR 118

Attention Mr. Probert.

Dear Sir:

Under separate cover, by registered mail, I am sending the construction profile of the old Cabbage Hill-Dead Man's Pass section of the Old Oregon Trail which gives the grade line on that section of the new Emigrant Hill project which has already been widened and which was omitted from the profile. This missing section extends from station 457 + 06 on the old alignment, which equals station 439 + 00 on the new projected Emigrant Hill alignment, to station 486 + 80 old alignment, which equals station 438 + 74 back equals station 439 + 00 ahead. The total distance of this omitted section equals 2974 feet.

Profile 409 — 77 (Profile) — 2977

The section above referred to was widened to 28 feet over all and has been constructed very closely to the grade line shown on the profile. This is of course the subgrade. The old macadam, as explained in my previous letter, has been spread over a wider section than originally laid, has lost some of its thickness through wear, and has compacted to approximately four inches in the center line.. Before this is resurfaced it would be cut down some and still further spread so the grade appearing on profile will be about .2 below the macadam. Under this circumstance I consider we can just merely show the subgrade on profile throughout.

I sincerely trust you can get this project ready so it can be let at the meeting on the 26th of this month. The contractor can then throw his forces at once in the narrow sections where detours are impracticable and have these sections finished before heavy traffic starts.. It will be possible to detour on the old road for a good portion of this construction which will favor the contractor.

In my special provisions I neglected to make any statement relative to the contractor handling the traffic. In my judgment it would be quite proper in this instance to specify that the contractor work certain hours and have the road open certain hours. I have not given this very much thought and there would likely be a difference of opinion in regard to the proper hours for the road to be open. The two shifts the contractor works should have

CHAIRMAN
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM



as much daylight as possible. Furthermore, traffic should be delayed as short a period as possible. Probably some such arrangement as follows would be satisfactory:

Suppose the contractor were to work a shift from 2:00 A. M. to 10:00 A. M. and the road be open from 10:00 A. M. to 2:00 P. M. The contractor's second shift would start at 2:00 P. M. and end at 10:00 P. M. This arrangement would allow the contractor two 8-hour shifts, of which only four hours would be in darkness. The traveling public would have two 4-hour periods in which to pass over this 12 mile stretch, and the periods would be so arranged they would be 12 hours apart, and would fit traffic fairly well. During the summer months there is a surprising amount of night traffic and this would accommodate the night travelers very well.

If you approve of this provision it should be specified in the contract that the contractor clean up all debris and leave the road in a reasonably safe condition, with proper barricades, lights, and warning signs erected at dangerous places. In all probability after about six weeks or two months the contractor could have enough of the road completed that by using the available detours the road could be kept open, at all times

The most difficult sections to construct under traffic are between stations 690 and 730, and between stations 940 and 1044. It should be specified that the contractor will give his attention to these sections immediately on execution of the contract, and that the construction through these sections be expedited.

Very truly yours,

R H Baldock

RHB V

Division gineer.

STATE Oregon

PROJECT NO. 118
(Not to be filled in)

Form PE. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) January 26, 1925

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Emigrant Hill Section of the Old Oregon Trail

2. Between control points of official description Pendleton and Lexington

3. Between intermediate control points if used: Sta. 348 Project No. 58 and Sta. 1064+91.7

County of Umatilla

4. Length in miles (gross) 13.20 (net) 13.20

5. Preliminary estimate of cost: Total, $160,000.00; section of road to be first improved, $90,000.00, of which $— is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Sufficient to insure completion. Sale of bonds or current income. (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

9—5072

7. Funds for maintenance to be provided by State, from the following
(State or (and) county.)

sources: Resolution of August 17, 1917. Chapter 83, Laws of 1917.
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5073

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

15PR DC

LAGRANDE ORG 1210P FEB 5 1925

ROY A KLEIN

13 STATE HIGHWAY ENGINEER SALEM ORG

INCLUDE TWO THOUSAND YARDS EARTH CUSHION IN EMIGRANT HILL ESTIMATE OF QUANTITIES

R H BALDOCK

110P

PRA

Dark

you will note is different from the price of common for the entire job which is estimated at 32¢. In other words, in my judgment, the material at the foot of the hill, which is mostly side borrow is worth 22¢ per yards, whereas, the common on the hill proper is worth about 38¢ per yard, making an average price of 32¢ per yard. The estimated contract price for this project averages about $6,500 per mile, which is very nominal considering the width is increased about eight feet and there are several complete changes in alignment. The salient features in connection with these changes are as follows:

The distance was decreased 2750', of which 1620' is represented by the change at the foot of the hill. There were 1125° of angle of curvature eliminated and 62' of adverse grade. I do not believe any further changes can be made at the cost commensurate with their value.

The general location I believe is very good and certainly the most economical that could be secured through this country. There are two alternate routes which could have

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR#

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
February 3, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Emigrant Hill Plans.

Attention Mr. Probert.

Dear Sir:

Under separate cover, by express, I am sending the profile, 100' map and the cross-section plats of the Emigrant Hill section of the Old Oregon Trail in Umatilla county, covering proposed widening and certain line revisions.

The project includes the widening of the hill proper and the line change at the foot of the hill, as illustrated on both the sketch map and the 100' map.

The estimate of cost of the proposed widening, which I am inclosing herewith, is approximately $83,000, without engineering or contingencies. Of this amount approximately $2,800 is chargeable to the change at the foot of the hill. This change involves 11,500 cubic yards of common excavation at 22¢; 300 cubic yard station overhaul at 6¢ and 100 lineal feet of 18" pipe at $2.50. The price of 22¢ for common you will note is different from the price of common for the entire job which is estimated at 32¢. In other words, in my judgment, the material at the foot of the hill, which is mostly side borrow is worth 22¢ per yards, whereas, the common on the hill proper is worth about 38¢ per yard, making an average price of 32¢ per yard. The estimated contract price for this project averages about $6,500 per mile, which is very nominal considering the width is increased about eight feet and there are several complete changes in alignment. The salient features in connection with these changes are as follows:

The distance was decreased 2750', of which 1620' is represented by the change at the foot of the hill. There were 1125° of angle of curvature eliminated and 62' of adverse grade. I do not believe any further changes can be made at the cost commensurate with their value.

The general location I believe is very good and certainly the most economical that could be secured through this country. There are two alternate routes which could have

OREGON CIVIL ENGINEER

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

**SALEM**

Emigrant Hill-- Mr. Probert-- 2

been used to have bettered the grade, namely, the School House Canyon or the Black Hawk Canyon, but they would involve very heavy work, averaging as much as 50,000 cubic yards to the mile, about 80% solid rock, on steep side hills. Furthermore, the alignment would have been poor on account of the fact that deep side canyons on the main water course necessitates sharp curvature to head same, so I do not think there is any doubt but we are improving on the best general location. It is of course impossible to eliminate the hair pin curves as they are required to develop the distance, and it is not possible to make the turns at those points with easier curves.

On the 100' map you will note we have shown three lines: the present alignment, the preliminary line, which we run to secure the necessary data this winter, and the projected location. It was impossible to reconcile the center line of the present macadam exactly with the alignment shown on the 400' map, which is supposed to be the final alignment. On account of the small error we could not place the old line on by coordinates but it is very close, but inasmuch as we tied in both edges of the macadam throughout it illustrates the present center line as it now exists. I did not have the exact data to put on the section lines and have transferred them as closely as possible from the 400' map. As soon as I receive the 100' map which I ordered Saturday I will put on the section lines accurately on the 50' map and write the rights of way descriptions therefrom. I have left the section lines in pencil on the 100' map so that they can be later changed and corrected when it is submitted as a final map of the job.

In regard to the profile I have shown both the present alignment and the projected alignment, the present grade and the projected grade. The stationing is on the projected alignment so that of necessity the present alignment will not quite coincide. I have endeavored to show the curves in their true relation and the equations will take place on the tangents. This is merely to illustrate the situation. I made this up before I knew of the Federal cooperation. This probably will not be necessary when you use their double purpose sheets. However, I would like a few blue prints of this profile because they will be handy for the resident engineer. The large rolls the government require are unhandy to carry around. This request for blue prints of the profile will also apply to the Unity - Beam Creek project.

# OREGON STATE HIGHWAY COMMISSION

**SALEM**

Emigrant Hill-- Mr. Probert-- 3--

You will note that in certain places where the present grade line is very broken that I have projected a new grade line and balanced quantities thereto. While this was a little more expensive I believe we should fix the job up right so we will not have to come back to it any more. With the proposed width, alignment and grade line this section should suffice to handle the traffic for many years to come. There is little economy in half-hearted measures, especially when the cost is as low as it is on this job.

With relation to the places where we vary from the present grade by changes in either alignment or grade I would propose that we, by state forces, scarify and move the present macadam materials on to the new grade by means of wheel scrapers. We have this equipment on hand. I had this in mind on account of the uncertain features in connection with work of this nature. In this manner though the grade be not resurfaced this year I believe we can hold it in condition so that it will stand up until we have an opportunity to resurface next spring. However, it may be best to do the resurfacing this fall and I will give my recommendations in this regard later.

With regard to the cross-sections advise that we cross-sectioned at each station, using the center line of the macadam as grade. We then compared the levels that ran over the present macadam with the grade line as shown on the constructed profile, and found that they fit very closely, the difference averaging from .2 to .5, on the assumption that there was about three inches of macadam in place. The macadam has been spread out to cover the entire width of the grade and it has worn down and compacted until it is not thicker than three or four inches. With the exception of the places noted wherein the grade line is shown dotted the present grade will be unchanged during the widening operations.

I would have handled this a little different had I known it was to be a Federal Aid project, but to avoid ambiguity have shown the profile grade at each cross-section, which is very nearly correct.

FORM B 28782 10M-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

February 3, 1925.

Old Oregon Trail.
Umatilla County.

Emigrant Hill Widening.

Estimate of Cost by R. H. Baldock:

| | | | |
|---|---|---|---|
| Clearing and grubbing | All required | | 50.00 |
| Common excavation | 31,500 cu yds | .32 | 10,080.00 |
| Intermediate excavation | 17,800 " " | .58 | 10,324.00 |
| Solid rock excavation | 41,500 " " | 1.31 | 54,365.00 |
| Overhaul | 80,000 " " sta. | .06 | 4,800.00 |
| 12" pipe | 1,250 lin ft | 1.75 | 2,187.50 |
| 18" pipe | 340 " " | 2.50 | 850.00 |
| 24" pipe | 20 " " | 3.75 | 75.00 |
| 36" pipe | 22 " " | 6.00 | 132.00 |
| 48" pipe | 20 " " | 8.00 | 160.00 |
| | | | $83,023.50 |
| Plus 10% for engineering and contingencies ---------- | | | 8,302.35 |
| | | | $91,325.85 |

State Highway Engineer

By

S. H. Probert
Office Engineer

SHP L

cc

WILLIAM DUBY, PARK
H. B. VAN DUZER
W. M. [illegible]

PR # 118

OREGON STATE HIGHWAY COMMISSION
SALEM

February 2, 1925

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

In compliance with the request in your letter of January 31st, we are today sending to you by express the 100' and 400' scale maps of the Pendleton-Cabbage Hill Section, and the 400' scale map of the Cabbage Hill-Deadman's Pass Section. These are all of the detail maps that we have applying to the section between Pendleton and Deadman's Pass.

If the information necessary for the preparation of plans and specifications for the proposed work on the Emigrant Hill Section has not all ready been submitted, it should be sent in at once, as we have been planning to have the plans and specifications for the work upon which bids are to be received on February 26th, ready to send out to prospective bidders at least three weeks in advance of the letting.

In view of the fact that this work is to be handled as a Federal Aid Project, it will be necessary that we be furnished with a 100' scale map and with platted cross-sections as well as with the 100' scale profile.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
FEB 1 1925

La Grande, Oregon,
January 31, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Emigrant Hill.
Re: 100' maps.

Attention Mr. Probert.

Dear Sir:

Will you please send to this office the 1008 detail maps of the Pendleton-Cabbage Hill and the Cabbage Hill-Dead Man's pass sections of the Old Oregon Trail in Umatilla county.

These maps are necessary to get the rights of way descriptions in those places where we deviate from the present line to the extent that additional right of way is required. Practically all the right of way is through Indian land and it will be necessary to deal with the Indian Agent.

The Umatilla County Court will make preliminary investigation but it will be necessary for me to furnish the maps showing the locations of the various Indian allotments, and the application for public highway will be sent to Washington, D. C.

For your information advise that the County Court has a tentative working agreement as to values with the Indian Agent and do not anticipate any trouble in acquiring rights of way through Indian land. With the exception of the wheat land at the bottom of the hill where the cut-off is to be made, the right of way is through uncultivated pasture land.

Your early attention to this matter will be appreciated in order that negotiations be expedited.

Very truly yours,

R H Baldock

Division Engineer.

RHB V

FORM S 23753 (ON-9-24)

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
FEB 2 1925
STATE HIGHWAY COMMISSION

La Grande, Oregon,
January 31, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Emigrant Hill.

Dear Sir:

Confirming my phone conversation of Friday evening, advise that the County Court of Umatilla County stated to me and to Judge Duby that it would furnish they right of way for widening and proposed line changes on the Emigrant Hill section. The right of way, with a few exceptions on the hill, is through uncultivated pasture land, and for the most part within Indian allotments. The County Court has a tentative working agreement as to values with Mr. Sharp, the Indian Agent, and do not anticipate any trouble in this connection.

With reference to the changes at the bottom of the hill wherein two right angle turns are eliminated and the line shortened 1700 feet advise that the County Court is in entire harmony with this policy, and have assured me they considered it good business to make this change at the same time the hill proper is widened. As I advised you before, for a time they felt the additional right of way of this nature should be acquired by the Commission, but after I had explained the situation and they had given it due consideration they decided to secure the right of way as soon as I furnished the descriptions.

I was advised by Mr. Morris, of the Bureau of Public Roads, that you had submitted the project statement to them as an alternate proposition, under which bids would be taken to include the cut-off at the bottom of the hill as one alternate and to exclude it as another. Mr. Morris stated it was Mr. Purcell's opinion and his recommendation that this matter be disposed of before the matter was submitted to Washington. After looking the matter over Mr. Morris stated he considered the change should be made in connection with the remainder of the project. It is my recommendation that the change be made at this time for the following reasons:

In the first place it will be granted by any one that ultimately the location will have to be changed to conform with the revised alignment as shown on the project statement map. This cut-off will eliminate 1700 feet, which at such time as the project is paved will represent a

OREGON STATE HIGHWAY COMMISSION

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM



saving of approximately $10,000. It further developes that resurfacing is now necessary, and in my opinion this necessitates the change at this time to save the increase in the capitalization cost of the present road which ultimately will be lost. While I know that it is necessary to resurface from time to time and the change can be deferred to the next resurfacing subsequent to the one now proposed, the fact remains that while some of the rock is worn out on each resurfacing job some of it remains, and with each process of maintenance of this nature the foundation of the road becomes stronger. Furthermore, it is proposed to widen the Emigrant Hill section, and the grading incident to the change could be made in conjunction therewith at a cheaper cost than otherwise in view of the decreased overhead.

It is further true that the cost of maintenance on this section averages approximately $450.00 per mile per year. When to this is added the ~~annual~~ yearly portion of the resurfacing cost the expenditure equals a total of $1000.00 per mile per year. Therefore, the saving in maintenance by eliminating the 1700 feet will result in a saving of $300.00 per mile per year, which, when capitalized at 5% per cent will equate an investment of $6,000.00.

The cost of grading and surfacing of the mile necessary to construct this cut-off would be approximate $3,000.00 in excess of the cost of resurfacing of the section proposed to eliminate. On the basis of these figures it is, I believe, economy to proceed with the work at this time and I would recommend it be done.

The plans for this job will be mailed to you Monday the second of February.

Very truly yours,

Division Engineer.

RHB V

FA 118

January 22, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

We are now preparing and sending out to the State Highway Commission for signature, a project statement covering reconstruction of the Emigrant Hill Section of the Old Oregon Trail, in Umatilla County. We have assigned No.118 to this project.

The work will ultimately include the resurfacing of this section, as well as the regrading and widening.

At the present time we are confronted with to alternates, and at somewhat of a loss to know just exactly how the project statement should be submitted. A blue print sketch map is enclosed herewith, for your information in giving us a decision.

The first alternate involves the construction of an entirely new roadbed from Station 348 to Staion 409. This alternate will involve the abanding of the portion of Federal Aid Project No.38, lying between Station 348 and Station 397+44.2; also the abanding of the portion of the Cabbage Hill-Deadman's Pass State Project between Station 397+44.2 and the junction with the proposed revision at the new Station No.409.

The second alternate eliminates the construction of a new grade as outlined above, but contemplates the future resurfacing of the alignment shown by the dotted line. This will not involve the abandment of any Federal Aid Project No.38.

It is our present intention to receive bids on this work at the February meeting of the Highway Commission, and to receive alternate bids which will permit the adoption of either of the two plans of construction. We have tentatively prepared the project statement to include the new grading between Station 348 and Station 409, but would like to have advice from you as to whether its submission in this form would tie us to using that plan of construction without alternate. Will you please advise regarding this, and also give us any instructions that you may have regarding some other method which you might desire we should use.

When the time comes for the advertising of this surfacing work, it is very probable that we will desire to receive bids at the same time for resurfacing Federal Aid Project No.38, from the point approximately three miles east of Pendleton, to the east limits of the project. Will you please advise whether this work will be considered eligible for federal aid,or whether the Bureau will rule that it should be considered maintenance and not a proper charge for federal cooperation.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSouza:L

PR # 118

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

January 29, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Dear Sir:-

Referring to your letter of January 22, in regard to proposed Federal Aid project #118, Emigrant Hill section of the Old Oregon Trail.

In submitting the project statement the point of beginning should be shown at Station 348. Any subsequent changes within the limits of the project can be effected without revision of the project statement.

We wish to advise, however, that resurfacing of any part of Federal Aid project #38 would be considered as maintenance and therefore not eligible for Federal Aid.

Yours very truly,

C. H. Purcell
District Engineer.

REFERRED TO
SHP
By State Highway Engineer

FR 118

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

January 22, 1925

Gentlemen:

We are now preparing and sending out to the State Highway Commission for signature, a project statement covering reconstruction of the Emigrant Hill Section of the Old Oregon Trail, in Umatilla County. We have assigned No. 118 to this project.

The work will ultimately include the resurfacing of this section, as wellas the regrading and widening.

At the present time we are confronted with two alternate plans of construction, and are somewhat at loss to know just how the project statement should be submitted. A blue print sketch map is enclosed herewith, for your information in giving us a decision.

The first alternate involves the construction of an entirely new roadbed from Station 348 to Station 409. This alternate will involve the abandoning of the portion of Federal Aid Project No.38, lying between Station 348 and Station 397+44.2; also the abandoning of the portion of the Cabbage Hill-Deadman's Pass State Project between Station 397+44.2 and the junction with the proposed revision at the new Station No.409.

The second alternate eliminates the construction of a new grade as outlined above, but contemplates the future resurfacing of the alignment shown by the dotted line. This will not involve the abandoning of any Federal Aid Project No. 38.

It is our present intention to receive bids on this work at the February meeting of the Highway Commission, and to receive alternate bids which will permit the adoption of either of the two plans of construction. We have tentatively prepared the project statement to include the new grading between Station 348 and Station 409, but would like to have advice from you as to whether its submission in this form would tie us to using that plan of construction without alternate. Will you please advise regarding this, and also give us any instruction that you may have regarding some other method which you might desire we should use.

When the time comes for the advertising of this surfacing work, it is very probable that we will desire to receive bids at the same time for resurfacing Federal Aid Project No. 38, from a point approximately three miles east of Pendleton to the east limits of the project. Will you please advise whether this work will be considered eligible for federal aid, or whether the Bureau will rule that it should be considered maintenance and not a proper charge for federal cooperation.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeCounsel

cc

PR 118

FORM 3 88788 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon.
January 20, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert

Dear Sir:

I am sending you herewith by registered mail sketch map and estimate of cost of the widening of [redacted] Hill, the Emigrant Hill Section of the Old Oregon Trail in Umatilla County. This hill was formerly known as Cabbage Hill but at the request of the Old Oregon Trail Association it was changed to the more euphonious name of Emigrant Hill.

This data submitted in accordance with your letter of January 16th. I note that you state this will be a Federal Aid project.

I advised Mr. Klein that the estimate of cost would be about $85,500.00 including engineering which I figured at about 4%. However on my return I decided to make a couple of revisions eliminating a heavy 28 degree outside curve and a short section of adverse grade which increased the quantity of about 3000 yards. I have looked the work over very carefully and do not think the line can be further improved on this general location. It should be, when widened, capable of sustaining the traffic that will develop on the Old Oregon Trail for a long period of time. This would increase the cost about $3000.00. However, in order to submit it as a Federal Aid, I have added the full 10% for engineering contingencies, making a total cost of $91,604.70.

I will submit a 100 foot map, profile and cross section by about January 27th or 28th. This survey is

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

a projection through its entirety and in the majority of cases the preliminary line which was run over the present macadamized road is very close to the projection. In certain cases [redacted] line changes have been made to better the alignment. In these cases the topography was taken very carefully and the final quantities should check very closely to the projected quantities. However, I have so balanced the line [redacted] without swelling the rock material [redacted] have shown borrow. If the swell develops the borrow can be eliminated. Furthermore, according to my general practice I have shown 10% increase in quantities for unstable slopes, slides and other contingencies so the estimate I am submitting should be ample.

The project starts at Station 348 + 00 which point is 6.7 miles east of the east city limits of Pendleton and extends to Station 1044 + 99.4 which point is 84 miles west of the west city limits of La Grande. The total length of the project between the above named points is 13.02 miles of which 0.57 miles between Stations 409 and 439 is not included in the project, having already been widened, hence net length of the project is 12.63 miles.

I will send you merely the hard copy map and the hard copy profile. The 100 foot map will show both the present line and the proposed alignment. The profile will show the same relation between the alignment of the old grade and the new grade where same may be changed.

Very truly yours,

R H Baldock

R. H. Baldock,
Division Engineer.

RHB M

1/20/25

Umatilla County.

Widening Emigrant Hill Section
of the Old Oregon Trail

12.63 Miles in Length.

Estimate of Cost by R. H. Baldock:

| | | | |
|---|---|---|---|
| Clearing and grubbing | All required | --- | 50.00 |
| Common excavation | 27,500 cu yds | .35 | 9,625.00 |
| Intermediate excavation | 17,700 " " | .60 | 10,620.00 |
| Solid Rock excavation | 43,400 " " | 1.30 | 56,420.00 |
| Overhaul | 50,000 " " sta | .05 | 2,500.00 |
| 12" pipe | 1,250 lin ft | 2.00 | 2,500.00 |
| 18" pipe | 350 " " | 3.00 | 1,050.00 |
| 24" pipe | 80 " " | 4.00 | 320.00 |
| 48" pipe | 24 " " | 8.00 | 192.00 |
| Total ----- | | | $83,277.00 |
| Engineering ---- | | | 8,327.70 |
| Grand Total ---- | | | $91,604.70 |

(This estimate includes contractor's profit of 15%.)

09-115

January 16, 1926

Mr. H.H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

As you are no doubt aware, the Commission has authorized certain reconstruction work in the vicinity of Cabbage Hill. It has been decided to make this a Federal Aid Project, and, in order that we may submit the project to the Bureau of Public Roads, there are certain points of information which we should have. These points cover the location of the beginning and ending of the project, the length of the project, a total estimate of cost, and a sketch map showing the location of the section.

Present plans contemplate the advertising of the work on February 25th. In order that we may be able to prepare the Federal Aid plans, a map, profile, estimate of quantities, and cross sections of the work should be in our hands by not later than February 1st.

Will you please give this your attention and have the information requested in the first paragraph forwarded to us immediately. We may state that the project statement is ordinarily supposed to be submitted from reconnaissance information, and the data which you send us does not necessarily need to be exact and to check exactly with the plans which are submitted later.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
B. H. Frebert
Office Engineer

Dict. by J.W. DeCamp:L

cc

CONTRACT # 784,

SEE:

CONTRACT # 757

Contract 757

CONTRACT #785

PR 105-B Harrisburg-Junction City 1924-1927

785

#785-2084-1
PR 105B

February 2, 1927.

Mr. Geo. W. Reed,
1038 Taylor St.
Eugene, Oregon.

Dear Sir:

Enclosed you will please find copy of a notice of claim which has been filed in the office of the Secretary of State by the Harrisburg Warehouse & Lumber Co. being their claim for materials furnished you in the sum of $39.69 in connection with your contract for the paving of the Harrisburg-Junction City Section of the Pacific Highway.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.1

February 2, 1927.

Hon. Sam H. Boyer,
Secretary of State,
S t a t e B u i l d i n g .

Dear Sir:

Attention: M. J. Egan, Filing Division.

We acknowledge receipt of your letter of the 1st inst. enclosing three copies of notice of claim of the Harrisburg Warehouse and Lumber Co. against Geo. W. Reed, it being for material furnished Mr. Reed in the sum of $89.60 in connection with his contract for the paving of the Harrisburg-Junction City Section of the Pacific Highway.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:B

February 2, 1927.

Hon. Sam E. Kozer,
Secretary of State,
B u i l d i n g .

Dear Sir:

Attention: M. J. Smith, Piling Division.

We acknowledge receipt of your letter of the 1st inst. enclosing three copies of notice of claim of the Harrisburg Warehouse and Lumber Co. against Geo. W. Reed, it being for material furnished Mr. Reed in the sum of $99.60 in connection with his contract for the paving of the Harrisburg-Junction City Section of the Pacific Highway.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaiqer,
Chief Clerk.

HBG:S

February 2, 1927.

The Oregon Surety and Casualt y Co.
Dooley Co., Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen :

Enclosed you will please find notice of claim which we have today received from the Secretary of State, it being the claim of the Harrisburg Warehouse & Lumber Co. against Geo. W. Reed in the sum of $99.69 for materials furnished Mr. Reed in connection with his state highway contract for the paving of the Harrisburg-Junction City Section of the Pacific Highway.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Reed in this instance.

Very truly yours,

By A. Klein,
State Highway Engineer

By

H. B. Claiayer,
Chief Clerk.

HBC:H
Enc.1

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

February 1, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of the 29th ult., a notice of claim by Harrisburg Warehouse & Lumber Co., for materials in the amount of $39.69 furnished to Geo. W. Reed for highway construction work between Harrisburg and Junction City, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

ANSWERED
H. B. G.

COPY

Harrisburg, Oregon. Jan. 28, 1927.

Secretary of State.,

Salem, Oregon.

This is to imform you that we have an account vs Geo. W. Reed for materials furnished him while building pavement between Harrisburg and Junction City Oregon, amounting to $39.69 and that no part of same has been paid.

Kindly advise us name of surety company, so we can file claim with them also.

Yours very truly,

HARRISBURG WAREHOUSE & LUMBER CO.

By G. J. WILHELM.

ENDORSED:
File No. 567
Filed January 29, 1927, SAM A. KOZER, Secretary of State.

09105 B

#978 - 2 R.A-1

January 22, 1926.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Hagg, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 19th inst. enclosing certified copy of notice of claim of the Clyde Equipment Company against George W. Read, it being for supplies and labor, etc. furnished Mr. Read in the sum of $109.95 in connection with his contract for the paving of the Harrisburg-Lemoyne City Section.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glalayer,
Chief Clerk.

HBG:LM

#9781-2 B.A-1

January 22, 1926.

Mr. Sam A. Kozer,
Secretary of State,
Building.

Attention Mr. E. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 19th inst. enclosing certified copy of notice of claim of the Clyde Equipment Company against George W. Read, it being for supplies and labor, etc. furnished Mr. Read in the sum of $109.95 in connection with his contract for the paving of the Harrisburg-Junction City Section.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

January 19, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date, a notice of claim by the Clyde Equipment Company, for labor, material, supplies and rental, in the sum of $109.95 against the bond taken from George W. Read, principal, and the Oregon Surety and Casualty Company, surety, for the work of road construction known as the Harrisburg-Junction City Section of the Pacific Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

FILING DIVISION,

By M. J. Haas

H/L

ANSWERED
H. B. G.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and W. J. Coleman of the Seal of said State, do hereby certify

That I have carefully examined the annexed copy of notice of claim by the Clyde Equipment Company (or labor, material, supplies and rental of equipment in the bond taken from George W. Read, principal, and the Oregon Surety & Casualty Co., surety, for the work of road construction on the Harrisburg-Junction City section of the Pacific Highway, with the original filed in this office on January 19, 1926, and that the same is a full, true and correct transcript therefrom and of the whole thereof, as the same appears of record and on file in this office.

Jan 18, 1926.

George W. Read,
1309 Taylor St.,
Eugene, Oregon.

Dear Sir:

Notice is hereby given of the undersigned, the Clyde Equipment Co., of Portland, has a claim for labor, material and supplies and for rental of equipment in the sum of $109.95 against the bond taken from George W. Read, principal, and the Oregon Surety and Casualty Co., as surety, for the work of road construction known as the Harrisburg-Junction City section of the Pacific Highway.

Oregon State Highway Commission contract No. 785.

CLYDE EQUIPMENT COMPANY

By W. J. COLEMAN

WJC:NR
CC Sam Kozer, Sect'y of State
Salem, Oregon.

CC Roy A. Kline, State Highway Engineer,
Salem, Oregon.

CC Oregon Surety & Casualty Co.,
C/o Dooly & Co., City.
Agents

ENDORSED:

File No. 500
Filed January 19, 1926, SAM A. KOZER, Secretary of State

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by the Clyde Equipment Company for labor, material, supplies and rental of equipment in the sum of $109.95 against the bond taken from George W. Read, principal, and the Oregon Surety and Casualty Company, surety, for the work of road construction known as the Harrisburg-Junction City Section of the Pacific Highway, with the original notice of claim filed in the office of the Secretary of State on January 19, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1926.

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by the Clyde Equipment Company for labor, material, supplies and rental of equipment in the sum of $109.95 against the bond taken from George W. Read, principal, and the Oregon Surety and Casualty Company, surety, for the work of road construction known as the Harrisburg-Junction City Section of the Pacific Highway, with the original notice of claim filed in the office of the Secretary of State on January 19, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1926.

Secretary of State

By _____
Deputy

99-105 B

January 22, 1924.

Oregon Surety & Casualty Company,
c/o Deoly & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of claim which has been filed in the office of the Secretary of State by the Clyde Equipment Company it being their claim in the sum of $109.95 for materials furnished Mr. Read in connection with his contract for the paving of the Harrisburg-Junction City Section.

We forward this notice to you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Read in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.
cc. Mr. Geo. W. Read, 1039 Taylor St., Eugene, Oregon.

#795

2 Pa-1

W. J. Coleman

Jan 18,1926.

George W. Read,
1309 Taylor St.,
Eugene, Oregon.

Dear Sir:

Notice is hereby given of the undersigned, the Clyde Equipment Co., of Portland, has a claim for labor, material and supplies and for rental of equipment in the sum of $109.95 against the bond taken from George W. Read, principal, and the Oregon Surety and Casualty Co., as surety, for the work of road construction known as the Harrisburg-Junction City section of the Pacific Highway. Oregon State Highway Commission contract No. 795.

CLYDE EQUIPMENT COMPANY

By W. J. Coleman

WJC:MR
CC Sam Kozer, Sec'y of State
Salem, Oregon.

CC Roy A. Kline, State Highway Engineer,
Salem, Oregon.

CC Oregon Surety & Casualty Co.,
C/o Dooly & Co., City.
Agents

NOTED
H. E. GLADSTEIN

Form 39—29440—2 M—10-25.

OQ-1058

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

Date 1-7 19 26

Week from 12-27 to 1-2-26

Job Name [illegible]

Mail Address [illegible]

Highway [illegible]

Telegraph or Telephone Address

County [illegible] Job Prefix 20-1

Express and Freight Address

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

[illegible]

RECEIVED
JAN 7 1926

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title [illegible]

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

**NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.**

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

December 24, 1925.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. L. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 22nd inst. enclosing three copies of notice of the Oregon Portland Cement Company against George W. Read, it being for cement products furnished Mr. Read in the sum of $7,886.17 and used in connection with Mr. Read's contract for the paving of the Junction City-Harrisburg Section of the Pacific Highway.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaiqyer,
Chief Clerk.

HBG:LM

LAUGHRIDGE
DEPUTY SECRETARY

OF OREGON
DEPARTMENT OF STATE
SALEM

December 22, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: ( Attention of Mr. H. B. Glaisyer, Chief Clerk)

You are respectfully advised that we have received from the Oregon Portland Cement Company and filed as of this date, a notice of claim for cement furnished in the sum of $7,886.17 against the bond taken from George W. Read as principal and the Oregon Surety & Casualty Company as surety in connection with the paving of the Junction City - Harrisburg Section of the Pacific Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

#985
Ore. Sur. Cas. Co.
Newby & Read
Ltr

RECEIVED
DEC 2 1925

ACKNOWLEDGED
H. B. G.

TO - The State of Oregon,
Oregon State Highway Commission, and
Secretary of State of the State of Oregon.

-------0-------

NOTICE is hereby given that the undersigned OREGON PORTLAND CEMENT COMPANY has a claim for cement furnished in the sum of Seven thousand, eight hundred, eighty-six and 17/100 dollars ($7,886.17) against the bond taken from George W. Read as principal, and Oregon Surety & Casualty Company as surety, for work of said George W. Read in connection with the paving of the Junction City - Harrisburg section of the Pacific Highway.

OREGON PORTLAND CEMENT COMPANY

By CARL W. GATH
Secretary

ENDORSED:

File No. 497
December 22, 1925, SAM A. KOZER, Secretary of State.

10 - Lue State C...

December 24, 1926.

Oregon Surety & Casualty Company,
c/o Dooly & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of the claim of the Oregon Portland Cement Company against George W. Read.

This is being mailed to you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Read in this instance. The original of this claim is on file in the office of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

MBG:LM
Encl.

cc. Mr. Geo. W. Read, 1050 Taylor Street, Eugene, Oregon.

TO - The State of Oregon,

Oregon State Highway Commission, and

Secretary of State of the State of Oregon.

NOTICE is hereby given that the undersigned OREGON PORTLAND CEMENT COMPANY has a claim for cement furnished in the sum of Seven thousand, eight hundred, eighty-six and 17/100 dollars ($7,886.17) against the bond taken from George W. Read as principal, and Oregon Surety & Casualty Company as surety, for work of said George W. Read in connection with the paving of the Junction City - Harrisburg section of the Pacific Highway.

OREGON PORTLAND CEMENT COMPANY,

By Carl D. Keith
Secretary

NOTED
M. B. CLAUSEN

| Name | Voucher No. | Warrant No. | Assigned to | Address |
|---|---|---|---|---|
| Read, Geo. W. | 4978 | 84341 | U.S. Nat'l Bank, | Eugene, Or |
| " " " | 5179 | 84466 | " | " |
| " " " | 5936 | 85414 | " | " |
| " " " | 6779 | 86355 | " | " |
| " " " | 65 | 89854 | " | " |

Carbon copies of letters to Bank were sent Mr. Read at 1039 Taylor St. Eugene, Or

PR 1853

STATE OF OREGON }
COUNTY OF LANE } ss.

I hereby certify that the above Subpoena is a true and correct copy, and the whole thereof, of the original Subpoena.

---------- Sheriff.

By ---------- Deputy.

to-wit:

1:Contract between the State Highway Commission and George W. Read number 785 dated March 26, 1925, for the paving of a part of the Harrisburg-Junction City section of the Pacific Highway, including the bond of the Oregon Surety & Casualty Co. accompanying the said contract.

fee PR 105

STATE OF OREGON }
COUNTY OF LANE } ss.

To STATE HIGHWAY COMMISSION OF THE STATE OF OREGON.

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to be and appear before the Circuit Court for the County of Lane, at the Court House, in Eugene, in said County, on the first day of June A. D. 1927, at 1:30 o'clock P.M. of said day, to give evidence in a cause wherein OREGON SURETY & CASUALTY CO., a corporation, is Plaintiff, and UNITED STATES NATIONAL BANK OF EUGENE, OREGON, is Defendant, on the part of plaintiff, and produce at the said time and place the papers, records and documents described in the annexed notice.

Witness my hand and the seal of the said Court, affixed at Eugene this 27 day of May, 1927.

(SEAL)

W. B. Dillard Clerk.

By Dorris L. Battis Deputy.

STATE OF OREGON }
COUNTY OF LANE } ss.

I hereby certify that the above Subpoena is a true and correct copy, and the whole thereof, of the original Subpoena.

Sheriff.

By Deputy.

to-wit:

1:Contract between the State Highway Commission and George W. Read number 785 dated March 26, 1925, for the paving of a part of the Harrisburg-Junction City section of the Pacific Highway, including the bond of the Oregon Surety & Casualty Co. accompanying the said contract.

IN THE CIRCUIT

OREGON SURETY & A corporation

STATE OF OREGON
COUNTY OF LANE } ss.

I hereby certify that I served the within Subpoena within the said State and County, on the____ day of_____, 1927--, on the within named_____ STATE HIGHWAY COMMISSION OF THE STATE OF OREGON,_____

by reading and showing the original and delivering a true copy thereof to_____

(SEAL)

_____ Sheriff.

By _____ Deputy.

Civil Subpoena

OREGON SURETY & CASUALTY CO., a corporation,

Plaintiff

vs.

UNITED STATES NATIONAL BANK OF EUGENE, OREGON, a corporation,

Defendant

Filed _____, 191__

_____ County Clerk.

By _____ Deputy.

S. J. Bischoff,
1115 Board of Trade Building,
Portland, Oregon.

IN THE CIRCUIT COURT

OREGON SURETY & CASU
A CORPORATION,

STATE OF OREGON } ss.
COUNTY OF LANE }

I hereby certify that I served the within Subpoena within the said State and County, on the____
_____day of_____, 19[illegible], on the within named_____
STATE HIGHWAY COMMISSION OF THE STATE OF OREGON._____
_____
by reading and showing the original and delivering a true copy thereof to_____
_____
_____
_____
_____ Sheriff.

(SEAL) By _____ Deputy.

Civil Subpoena

OREGON SURETY & CASUALTY CO., a corporation,

Plaintiff

vs.

UNITED STATES NATIONAL BANK OF EUGENE, OREGON, a corporation,

Defendant

Filed _____, 191__

_____ County Clerk.

By _____ Deputy.

S. J. Bischoff,
1115 Board of Trade Building,
Portland, Oregon.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LANE

OREGON SURETY & CASUALTY CO., a corporation,

Plaintiff,

versus

UNITED STATES NATIONAL BANK OF EUGENE, OREGON, a corporation,

Defendant.

STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

You are hereby required to produce at the time and place stated in the annexed subpoena the following records and documents, to-wit:

✓ 1:Contract between the State Highway Commission and George W. Read number 785 dated March 26, 1925, for the paving of a part of the Harrisburg-Junction City section of the Pacific Highway, including the bond of the Oregon Surety & Casualty Co. accompanying the said contract.

✓ 2: The records showing the time and the amount of each payment made on account of the said contract and to whom said payments were made.

✓ 3: The original verified claim upon which final payment was made under the above contract.

✓ 4: Assignment of money due under the said contract from George W. Read to the United States National Bank of Eugene, Oregon.

? 5: Letter dated April 6, 1925, from Oregon Surety & Casualty Co. to the United States National Bank of Eugene, Oregon.

✓ 6: All correspondence that passed between the State Highway

S. J. BISCHOFF
1119 BOARD OF TRADE BLDG.
PORTLAND, OREGON

Commission, its officers, agents and attorneys, and the United States National Bank of Eugene, Oregon and its officers, agents and attorneys, relative to the aforesaid contract and the payments to be made thereon.

✓ 7: All correspondence between the State Highway Commission, its officers, agents and attorneys, and the Oregon Surety & Casualty Co. and its officers, agents and attorneys relative to the aforesaid contract and the payments to be made thereon.

✓ 8: All records showing the time of completion of the work on the aforesaid highway contract and the time of acceptance.

S. J. Bischoff

Attorney for Plaintiff

I, S. J. Bischoff, plaintiff's attorney, do hereby certify that I have prepared the foregoing copy of notice to produce and have carefully compared the same with the original thereof; that it is a correct transcript therefrom and of the whole thereof.

S. J. Bischoff

S. J. BISCHOFF
1115 BOARD OF TRADE BLDG.
PORTLAND, OREGON

OG-10578

December 19, 1925.

Oregon Surety & Casualty Company,
c/o Beeley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of the claim of the Truscon Steel Company against George W. Read, it being in the amount $158.56 due them for expansion joint material furnished Mr. Read in connection with his contract for the construction of the Harrisburg-Junction City Section.

We have been requested by the Secretary of State to mail this copy to you as you appear as surety on Mr. Read's bond. The original of this copy is on file in the Secretary of State's office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

cc. Mr. Geo. W. Read, 1039 Taylor St., Eugene, Oregon.

# 785-2080-1
09-1058

December 19, 1925.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 18th inst. enclosing three copies of the claim of the Truscon Steel Company against George W. Read it being for expansion joint material furnished Mr. Read in the sum of $136.56 and used in connection with his contract for the paving of the Junction City-Harrisburg Section.

For your further information will say that we are today mailing copies of this to Mr. Read and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 18, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

You are respectfully advised that we have received from the Truscon Steel Company and filed as of this date, a notice of claim for material known as the Truscon Expansion Joint in the sum of $138.56 against the bond taken from George W. Read, and the Oregon Surety & Casualty Company for the highway paving work near Junction City, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

H/L

ACKNOWLEDGED
H. B. G.

COPY

TRUSCON STEEL COMPANY

Manufacturers of

STEEL PRODUCTS

General Sales Office and Works; Youngstown, O.
Warehouses and representatives in principal cities

CABLE ADDRESS- KAHNCRETE, NEW YORK

463 Kerby Street
PORTLAND, ORE.

J. A. CURREY
District Manager

December 17, 1925.

Mr. Sam H. Koser,
Secretary of State,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the Truscon Steel Company has a claim for material known as Truscon Expansion Joint in the sum of $138.56 against the bond taken from George W. Read of Eugene, Oregon, said bond being issued by the Oregon Surety & Casualty Company for the Highway Paving work near Junction City, Oregon. This notice filed with you in accordance with the Oregon law.

Very truly yours,

TRUSCON STEEL COMPANY

E. R. Pelton

ERP:H

Quotations subject to change without notice. All agreements are contingent upon strikes, accidents and other delays unavoidable or beyond our control. All contracts are subject to the approval of general sales offices at Youngstown, Ohio.

TRUSCON STEEL COMPANY

December 10, 1925.

Truscon Steel Company,
463 Kerby Street,
Portland, Oregon.

Attention Mr. E. R. Pelton.

Gentlemen:

We acknowledge receipt of your letter of the 17th inst. advising us of your claim against George W. Read for furnishing Truscon expansion joints in the sum of $138.56 to Mr. Read for use in connection with his contract for the paving of the Junction City-Harrisburg Section.

Please be advised that we are today calling this to the attention of the surety on Mr. Read's bond. We would also suggest that you file notice of your claim with the Secretary of State in accordance with Section 2991 Oregon laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

TRUSCON BUILDING PRODUCTS

# TRUSCON STEEL COMPANY

MANUFACTURERS OF

## STEEL PRODUCTS

GENERAL SALES OFFICES AND WORKS: YOUNGSTOWN, O.
WAREHOUSES AND REPRESENTATIVES IN PRINCIPAL CITIES
CABLE ADDRESS—KAHNCRETE, NEW YORK

463 KERBY STREET
PORTLAND, ORE.

J. A. CURREY
DISTRICT MANAGER

TRUSCON
REINFORCING STEEL
STEEL FORMS · FLORETYLES
HY-RIB & METAL LATH
STEEL JOISTS & STUDS
COLD ROLLED SECTIONS
WIRE MESH · RIB METAL
HIGHWAY PRODUCTS
STEEL INSERTS · CURB BARS
STEEL WINDOWS & OPERATORS
STEEL DOORS & PARTITIONS
STANDARD STEEL BUILDINGS
STANDARD STEEL TRUSSES
STEEL STAMPINGS
FOUNDRY FLASKS
STEEL PLATFORMS & BOXES
CEMENT TILE ROOFS
WATERPROOFING · PAINTS

ASSIST IN SECURING
PROMPT ATTENTION
TO YOUR COMMUNICATION, BY REFERRING TO
SUBJECT AS GIVEN BELOW

December 17, 1925.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Notice is hereby given that the Truscon Steel Company has a claim for material known as Truscon Expansion Joint in the sum of $138.56 against the bond taken from George W. Read of Eugene, Oregon, said bond being issued by the Oregon Surety & Casualty Company for the Highway Paving work near Junction City, Oregon. This notice filed with you in accordance with the Oregon law.

Very truly yours,

TRUSCON STEEL COMPANY

ERP:H

H. B. G.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL. ALL CONTRACTS ARE SUBJECT TO THE APPROVAL OF GENERAL SALES OFFICES AT YOUNGSTOWN, OHIO

December 9, 1925.

First National Bank of Harrisburg,
Harrisburg, Oregon.

Attention Mr. Geo. J. Wilhelm, Cashier.

Gentlemen:

We acknowledge receipt of your letter of the 8th inst. enclosing copy of accounts against George W. Reed as follows:

| | |
|---|---|
| Harrisburg Warehouse and Lumber Company | $39.89 |
| Pacific Highway Garage | 24.25 |
| Harrisburg Mercantile Company | 4.41 |

We have no way of passing on these claims but are today notifying the surety company of their existence. We would suggest that you also file the claims with the surety company and also file notice in the office of the Secretary of State in accordance with Section 2991, Oregon Laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

W.A.LANE, PRESIDENT

GEO. J. WILHELM, VICE PRES. AND CASHIER

No 9146

# The First National Bank of Harrisburg

Harrisburg, Ore. Dec. 8, 1925.

State Highway Commission.,

Salem, Oregon.

Gentlemen:

We herewith enclose the following accounts vs Geo. W. Reed for materials used in paveing through Harrisburg, and which are unpaid.

| | |
|---|---|
| Harrisburg Warehouse & Lumber Co. | $39.69 |
| Pacific Highway Garage | $24.23 |
| Harrisburg Mercantile Co. | $ 4.41 |

Yours very truly

G. J. Wilhelm

Cashier.

ANSWERED
H. B. O

192

TO Geo. W. Reed 125 192 8

IN ACCOUNT WITH

# HARRISBURG WAREHOUSE AND LUMBER CO.

LUMBER AND BUILDING MATERIAL

CEMENT, LIME, ROOFING, SHAKES, FENCE POSTS
GRAIN, HAY, WOOL, MOHAIR, SEED AND FEED

1925

*Account to date:*

| | | | |
|---|---|---|---|
| 7/4 | 1-1x6-16-8-54 Shiplap | 60 | 85 |
| 7/6 | 40-1x8-10-267 Shiplap | 667 | 2125 |
| 7/9 | 2-1x8-20-27 " | 67 | 78 |
| 7/11 | 17-1x8-16-18 " | | 33 |
| | 34-1x8-14-317 " | | 20 |
| | 31-1x8-10-207 " | | 441 |
| | 1-2x4-16-11 #1 | 1790 | |
| 7/28 | 16-1x8-8-80 Shiplap | 200 | |
| 7/30 | 1-1x4-12-4 #1 | 10 | |
| 8/1 | 12-2x4-14-112 #1 | 280 | |
| 8/30 | 20-2x6-10-20 #1 | 750 | |
| | 2-2x12-10-40 #1 | 100 | |
| 9/5 | 1-1x12-18-18 #1 | 45 | |
| | | 3969 | |

HARRISBURG ORE. 192.

TO.

IN ACCOUNT WITH

# HARRISBURG MERCANTILE CO.

HARDWARE. FURNITURE. FARM MACHINERY.
DRY GOODS. NOTIONS. ETC.

*Account to date:*

| | | |
|---|---|---|
| aug 28 | 3 [illegible] | 85 |
| " 28 | [illegible] | 225 |
| " 28 | [illegible] | 78 |
| " 28 | [illegible] | 33 |
| " 28 | [illegible] | 20 |
| | | 4.41 |

[illegible]gineer.

STATION

HARRISBURG, OREGON. 11/25/24 192—

TO

IN ACCOUNT WITH

# THE PACIFIC HIGHWAY GARAGE

SHERMAN-BUICK, INC.

ACG-1053

December 9, 1926.

Mr. George W. Read,
1069 Taylor Street,
Eugene, Oregon.

Dear Sir:

This letter is to advise you that we have today received a letter from the First National Bank of Harrisburg enclosing notice of the following claims against George W. Read for material used in paving through Harrisburg:

| | |
|---|---|
| Harrisburg Warehouse and Lumber Company | $38.60 |
| Pacific Highway Garage | 26.25 |
| Harrisburg Mercantile Company | 4.41 |

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:L21

Eq. 1058

December 9, 1925.

Oregon Surety & Casualty Company,
c/o Dooley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

We have today received a letter from the First National Bank of Harrisburg in which they enclose statements of claims of the following against George W. Reed for material used in paving through Harrisburg:

| | |
|---|---|
| Harrisburg Warehouse and Lumber Company | $39.60 |
| Pacific Highway Garage | 24.35 |
| Harrisburg Mercantile Company | 4.41 |

This information is given you as you appear as surety on the bond furnished by George W. Reed in connection with this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

FC FC 9-100-B

December 4th, 1925.

Wilbur, Beckett, Howell & Oppenheimer,
Attorneys at Law,
Board of Trade Bldg.,
Portland, Oregon.

Attention Mr. F. C. Howell

Dear Sirs

I wish to acknowledge receipt of your letter of the 3rd inst. on behalf of the Oregon Surety & Casualty Company, in which you demand that we do not pay any future sums of money to Mr. George W. Read in connection with his contract for the paving of the Harrisburg-Junction City Section of the Pacific Highway for various reasons. Please be advised that we will honor your demand and will withhold payment of further moneys due Mr. Read, until the matter has been further adjusted.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

UNITED STATES NAT'L. BANK BLDG. PHONE 167

S. M. CALKINS
ATTORNEY AT LAW
EUGENE, OREGON

December 1,1925.

The State Highway Commission,
Salem, Oregon.

Gentlemen;

Mr. H. E. Slattery, who is George W. Read's attorney, has turned over to the United States National Bank of Eugene, Oregon, the enclosed estimate, with George W. Read's signature attached to the assignment, and also to the acceptance, and Mr. Slattery has attached an affidavit that the signature is Read's and that Read authorized him to deliver it to the Bank. We are unable to reach Read personally, as he is somewhere in retirement, but this paper was sent in by him through his attorney to us.

Very truly yours,

S M Calkins

Send number 4 and number 12 necessary papers & Contract to have land sign.

NOTED
H. E. SLATTERY

PQ 100-G

November 28th, 1925.

Oregon Casualty & Surety Company,
Dooley & Company, Agents,
Board of Trade Bldg.,
Portland, Oregon.

Gentlemen:

Herewith please find a certified copy of another claim against Mr. George W. Read, in connection with his contract for the paving of the Junction City-Harrisburg Section. This claim, you will notice, has been filed in the Secretary of State's office. They have requested that a certified copy be mailed to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

OQ 1008

November 26th, 1925.

Oregon Casualty & Surety Company,
Dooley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received notice of the claim of the Oregon-Portland Cement Company against George W. Read, it being a balance due them for cement purchased by Mr. Read for use in connection with his contract for the paving of the Junction City-Harrisburg Section. This balance is in amount of $7,886.17.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/ew

cc G. W. Read,
Eugene, Oregon.

PG 1053

November 26th, 1925.

Mr. George W. Read,
Eugene, Oregon.

Dear Sir:

Herewith enclosed please find a certified copy of a notice of the claim of the Gibson Motor Company of Junction City against yourself in amount $114.74, it being for labor and materials furnished for use in connection with your contract for the paving of the Junction City-Harrisburg Section. This is mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

W. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

# 7855 200 F-1
RG 1053

November 28th, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention M. J. Haag, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 27th instant, enclosing three certified copies of a notice which has been filed in your office by the Gibson Motor Company of Junction City, it being for labor and materials furnished Mr. G. W. Reed in the sum of $114.74, in connection with his contract for the paving of the Junction City-Harrisburg Section of the Pacific Highway. Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

NOV 28 1925
STATE HIGHWAY COMMISSION

November 27, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:
(Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date a notice of claim by Gibson Motor Company of Junction City, Oregon, for labor and materials in the sum of $114.74 against the bond taken from Geo. W. Read and his surety, Oregon Casualty and Surety Company, for the work of paving the Junction City Harrisburg Section of the State Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION

By M. J. Haas

HM

H. E. O.

# United States of America

## STATE OF OREGON

Lincoln FORD Fordson

Cars, Trucks, Tractors

JUNCTION CITY, OREGON

Nov. 24th, 1925

Sam A. Kozer

Sec. of State, Salem, Ore.

TO STATE OF OREGON

NOTICE IS HEREBY GIVEN that the undersigned Gibson Motor Co. has a claim for Labor and Material, Gas, Oil, Tires, & Labor on Cars used for hauling cement & Material for the sum of One Hundred & Fourteen Dollars & 74/100 (114.74) against the bond taken from Geo. W. Read and his surety Oregon Casualty & Surety Company for the work of Paving the Junction City-Harrisburg Section of State Highway.

GIBSON MOTOR CO.

By ANGUS GIBSON
Prop.

ENDORSED:

File No. 490
Filed November 27, 1925, SAM A. KOZER, Secretary of State.

# United States of America

## STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim of Gibson Motor Co. for labor and materials in the sum of $114.74 against the bond taken from Geo. W. Read and his surety, Oregon Casualty and Surety Company, for the work of paving the Junction City Harrisburg Section of the State Highway, with the original notice of claim filed in the office of the Secretary of State on November 27, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of November, A. D. 1925.

Sam A. Kozer

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim of Gibson Motor Co. for labor and materials in the sum of $114.74 against the bond taken from Geo. W. Read and his surety, Oregon Casualty and Surety Company, for the work of paving the Junction City Harrisburg Section of the State Highway, with the original notice of claim filed in the office of the Secretary of State on November 27, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of November, A. D. 1925.

Sam A. Kozer

Secretary of State

By _____

Deputy

# #785-2000-1 79-158

Lincoln Ford Tordsen

November 20, 1925.

Gibson Motor Company,
Junction City, Oregon.

Attention Mr. Angus L. Gibson.

Gentlemen:

We have your letter of the 19th inst. enclosing copy of your claim against George W. Read, state highway contractor, in connection with the paving of the Junction City-Harrisburg Section.

In reply will say that we have no way of passing on your claim but would suggest that you file same with the surety on the bond furnished by Mr. Read in this instance which bond was for the purpose of protecting labor and material claims.

The surety in this instance is the Oregon Casualty and Surety Company for whom Dooley & Company are local agents. Their office is in the Board of Trade Building, Portland, Oregon. It might be well also for you to file your claim with the Secretary of State as provided by Section 3391, Oregon Laws, mimeographed copy of which is attached hereto.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

# GIBSON MOTOR CO.

Lincoln Ford Fordson

CARS. TRUCKS. TRACTORS

JUNCTION CITY, OREGON

Nov. 19th 1925

State Highway Com.

Salem Oregon

Gentlemen:

We are enclosing bills for gas, labor and materials furnished Gew W. Reed while he was building the highway between Junction City and Harrisburg.

We want to file this against this contract but do not know just who to place the bill with, would it be better to file same with the highway Com. or with the bonding Co. that covered him while on the contract?

Please let us know the proper method with which to handle this matter. Thanking you for an early reply.

Gibson Motor Co.

By Angus Gibson

#783 Co
re Sur + Co
Reed + Co
Bd of Trade

Junction City, Oregon, _____ 192__

M E W Ford Est

In Account With

# Gibson Motor Company

**Lincoln - Ford - Fordson**

| | | |
|---|---|---|
| Apl 20 | Part Mfg | 60 |
| | Oil | 10 |
| " 26 | Labor | 20 |
| " 27 | 2 Part Mfg | 1 00 |
| | Trim Belt | 10 |
| | 1 Hose | 10 |
| | 3 7 3/4 x 3" Mfg Belt | 1 35 |
| | 1 1/4 Hose Clamps | 20 |
| Pd Apr 5 | Part Mfg | 10 |
| | " Belt | 10 |
| | Exhaust Manifold Pad | 10 |
| | Gal 80 Oil 20 | 70 |
| " 15 | Spark Plug 60 Tube 2 00 | 260 |
| " 21 | Hose 10 Labor 20 Labor & Paint 25 | 65 |
| | Part Mfg | 60 |
| " 20 | Tire 9 50 Tube 2 80 | 11 30 |
| " 26 | Labor & Paint | 50 |
| " | Oil 1 Gal 1 20 Cam Plate 50 | 1 70 |
| | Part 11 Part 35 Labor Rear 50 | 1 46 |
| | Band 1 00 Labor 12 00 | 13 00 |
| " 28 | Hose 50 Labor 50 | 1 00 |
| | Oil 1 | 23 |
| " 30 | Gasket 10 Plate 20 Plate 03 | 1 33 |
| | Bolt & Nut 10 Labor 1 00 | 1 10 |
| | | 40 42 |

Car Paid

Junction City, Oregon, 192

M Ed W Ford Est

In Account With

# Gibson Motor Company

## Lincoln - Ford - Fordson

| | |
|---|---|
| To Bal Last Forward | 40.72 |
| " Tire & Tube | .50 |
| " 6 Tire 13.45 Tube 2.55 Rim 1.00 Bolt Nut .10 | 17.15 |
| " 8 Tube 2.30 | 2.30 |
| " 9 Tire 6.90 Tube 3.45 | 1.04 |
| " 10 Tire 15 Cut .25 Pad and Tube .75 | 2.00 |
| " Pad Cap | .15 |
| " 12 Tire 6.90 Rim .45 Labor 5.00 | 8.90 |
| Tail 9.00 Labor 9.00 | 18.60 |
| " 13 Tube .50 | 1.10 |
| " Tire Change Rim 2.00 2 Tail Pipe .50 | 3.00 |
| " Tube .60 Labor on Tail Pipe .75 | 4.35 |
| " 15 Tube 2.30 Fuel Pad Bell 2.90 | 5.20 |
| " Tube 12 | 1.00 |
| " 15 Valve | 19.30 |
| " 6 Gl Oil 1.20 Tube 2.30 | 3.50 |
| " Labor overhauling Fuel Pump | 20.00 |
| " Tube 10 2.30 Tube 4 .92 Tube 10 2.30 | 5.52 |
| " Tube Tape .40 Fuel Cap .15 | .90 |
| " 17 Tube 15 2.30 Tube 7 1.05 Tube 3.45 | 4.36 |
| " Oil .40 Oil 2.20 Tube 2.30 | 3.60 |
| " Tube 4 | .92 |
| " Tail .75 Labor on Rim 4.00 | 4.00 |
| " 18 Tube 6 1.35 Oil 1.05 Tape .15 Tube .46 | 4.60 |
| " 3 Tire Change | 1.50 |
| " 2 Bolt 1.00 Fuel .15 Rim 1.00 | 3.60 |
| " Tube 2.00 Tire 12.50 Tube 2.00 Tire 13.50 | 31.70 |
| " Tube | 5.60 |
| " 19 3 Tire Change 2.00 Rim 1.00 Tube 2.50 | 5.50 |
| " Tire 4 1.00 Tube 5.00 Rim 3.50 | 10.20 |
| " Labor on Tail Pipe | 4.00 |
| | 290.41 |

Junction City, Oregon, _____ 19__

M Ted Ward Est

In Account With

# Gibson Motor Company

**Lincoln - Ford - Fordson**

| | | |
|---|---|---|
| | Bal Bld Fwd | 290 71 |
| June 19 | Fa 1 84 Oil 30 Fa 1 15 Oil 40 | 3 79 |
| | Tue 12 90 Tube 2 50 Tue 9 00 Tube 2 26 | 27 30 |
| 20 | Tue Tube Repair 20 Labor 1 00 | 2 20 - |
| | Tube 60 Tube 1 40 Tube 1 60 | 7 60 |
| 21 | Fa 1 84 Oil 40 Oil 60 Fa 5 70 | 8 09 |
| | Tue Rod 50 Cash 100 Tube 1 00 | 3 00 |
| 22 | Tue 16 50 Tube 2 00 Tue 15 30 Tube 2 00 | 33 25 - |
| | Fa 1 84 Oil 60 Fa 1 15 | 3 99 |
| | Labor 1 00 Cash 50 Cash 60 Labor 1 20 | 3 30 - |
| | Cash 2 20 Labor 1 00 | 3 20 - |
| 23 | Fa 1 10 Fa 1 35 Fa 1 15 | 3 60 |
| | Cash 2 10 Labor 50 Oil 20 | 2 80 |
| | Labor 50 Oil 60 Cash 1 40 | 2 50 |
| | 2 Tue Repair 1 50 Tue 1 00 | 2 00 |
| " 24 | Fa 1 15 Oil 20 Fa 2 30 Oil 1 20 | 4 85 - |
| | Cash 3 25 Labor 3 00 | 6 25 - |
| | Fa 2 | 46 |
| 25 | Fa 69 Tue 1 00 Fa 3 07 Oil 60 Labor 50 | 4 36 |
| 26 | 6 Bulb 3 30 Fa 3 22 Oil 60 | 7 02 |
| 27 | Cash 1 60 Labor 70 Cash 2 15 Labor 1 00 | 5 50 |
| | Cash 13 10 Mag Plug 20 Labor 6 00 | 20 50 - |
| | Tue Repair 75 Cash 20 Labor 25 | 1 20 |
| " 28 | Fa 1 65 Oil 20 Fa 23 Tune 1 35 | 3 49 |
| " 29 | " 1 65 Cash 10 Tue Repair 50 | 2 25 |
| " 30 | File 20 Wrench 65 | 85 - |
| | | 45 4 97 |

Bal Brought Fwd

Junction City, Oregon, _____ 19__

M O. F. Ford Co.

In Account With

# Gibson Motor Company

**Lincoln - Ford - Fordson**

| | | | |
|---|---|---|---|
| | Bal Bot Forward | 45 49 7 | |
| July 1st | Sa 6 | 1 3 5 | |
| " 2 | " 1 1/2 Oil 40 | 1 0 5 | |
| " | Tire Repair 50 4 Rim Bolts Nuts 80 | 1 0 0 | |
| | 6 Gals | 1 8 4 | |
| " 12 | Credit | | 200 00 |
| " 23 | Windshield Glass | 3 0 0 | |
| | Labor | 1 0 0 | |
| Aug 18 | Credit | | 100 00 |
| " | Labor & Tube | 1 0 0 | |
| | | 46474 | 300 00 |
| | Balance Due | 114 74 | |

99 1053

November 20, 1926.

Oregon Casualty & Surety Company,
c/o Dooley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from the Gibson Motor Company of Junction City, Oregon, a statement of their claim for balance due them from George W. Read for materials and supplies furnished Mr. Read in connection with his contract for the paving of the Harrisburg-Junction City Section. Their claim amounts to $114.74.

This notice is given you as you appear as surety on the bond furnished by Mr. Read in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Ag 1053

November 18, 1925.

Oregon Surety & Casualty Company,
c/o Dooley & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter will advise you that we have today received from Mr. Edward F. Bailey, Attorney at Law, Junction City, Oregon, claim of the Junction City Lumber Company against George W. Read, it being in amount $92.54 and for material and supplies furnished Mr. Read in connection with his contract for the paving of the Junction City-Harrisburg Section.

This notice is given you as you appear as surety on the bond furnished in this instance by Mr. Read.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C C 35 — 20 Parker 09-1033

November 18, 1925.

Mr. Edward F. Bailey,
Attorney at Law,
First National Bank Building,
Junction City, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 17th inst. enclosing copy of the claim of the JunctionCity Lumber Company against Mr. George W. Read, it being in amount $92.56 and is for materials and supplied furnished Mr. Read in connection with his contract for the paving of the Harrisburg-Junction City Section.

Please be advised that in connection with this project Mr. Read was required to furnish a surety bond which was for the purpose of protecting labor and material claims. The surety on this bond is the Oregon Surety & Casualty Company for whom Dudley & Company are local agents, Board of Trade Building, Portland, Oregon.

Would suggest that this matter be taken up with the surety company who will undoubtedly take care of the matter for you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

EDWARD F. BAILEY
ATTORNEY AT LAW
ROOM 8
FIRST NATIONAL BANK BLDG.
JUNCTION CITY, OREGON

Nov. 17, 1925.

re. #984
Jct. City Lbr. Co.
vs.
Wesley & Co.
Bd of Prods

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

The Junction City Lumber Co. has placed in my hands for collection a bill against George W. Read for materials and supplies furnished him on the Junction-City Harrisburg paving contract, upon which there is an unpaid balance of $92.54.

We understand that Mr. Read has filed a petition in bankruptcy and will personally be unable to pay this claim.

We further understand that all of the money due him on the above contract has not been paid, and will ask that you make some arrangements that this bill be paid before the money is turned over to him.

I am inclosing an itemized statement of the claim, and trust that I may hear from you regarding what will be done with reference to payment in the near future.

Very truly yours,

Edward F. Bailey

L. DAVID

ORE. (1000-17 1923

M. Read

Junction City – Harrisburg Highway

# Junction City Lumber Co.

DEALERS IN

LUMBER, SHINGLES, MILLWORK, BUILDING MATERIAL
WINDOWS, DOORS AND MOULDING

WOOD AND COAL

ALL BILLS ARE DUE THE FIRST OF EACH MONTH

| | | | ft | | |
|---|---|---|---|---|---|
| June | 27 | 5 pc 2½·20 Com S.S.L | 200' | $25 | $20 |
| " | 29 | 6 pc 4/12·20 " " | 480' | $25 | 1200 |
| July | 16 | 1 pc 1×12·20 Oak 1×1 | 20' | | 850 |
| " | 16 | 2025 pc 2×12 12×4-6" | | $20 per M | 40 50 |
| " | " | 1985 2×4·18" | | 32 50 per M | 64 50 |
| " | | Hauling two loads to Harrisburg | | | 5 00 |
| " | 27 | 13 pc 4×13·20 #1 Com rgh | 1040' | | |
| " | " | 13 3×12·20 " " | 780' | | |
| " | " | 13 2×12·20 " " | 520' | | |
| | | | 2340 | $24.00 | 56 16 |
| Aug | 28 | 2 pc 2×4·24 #2 Com | 32' | $17.00 | 55 |
| Sept | 1 | 4 pc 2×4·20 #1 Com | 54' | $21.00 | 113 |
| | | | | | 192 54 |
| Sept | 17 | Jacob | | | 100 00 |
| Nov | 17 | Balance due | | | 92 54 |

#785-2002-4
PG 10 573

CHARLES A. HARDY
ATTORNEY

UNITED STATES NATIONAL BANK BUILDING
TELEPHONE 187

EUGENE, OREGON November 16, 1925.

Mr. Roy Kline,
Secretary Oregon State Highway Com.,
Salem, Oregon.

Dear Sir:

Referring to contract given Geo. W. Read for Junction City-Harrisburg section of the Pacific Highway, will say that I represent Mr. C. G. McKy who has a claim of about $5,000.00 for labor and material furnished on this work. I am advised that final payment has not been made the contractor and also that the contractor has left here. I am informed that Geo. W. Read the contractor cannot be located and it seems to be presumed here that he has left the country.

I have also been told that the United States National Bank of Eugene has an assignment of the balance due. I have given notice to the Oregon Surety and Casualty Co., Board of Trade Building, Portland, of the situation and would be pleased if you will furnish me with a copy of the bond and also advise me whether or not the matter of final payment will be deferred under these circumstances. I trust it will not be necessary to issue the warrants for final payment until this situation can be thoroughly investigated.

Yours very truly,

CAH/J

Charles A. Hardy

RECEIVED

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 19, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #105-B, Harrisburg-Junction City section of the Pacific Highway. We enclose herewith one copy each of the agreement and certificate for your files.

Yours very truly,
C. M. PURCELL, District Engineer,

By [signature]
Acting

J.W.D.

cc

Form P. R. 2

State Oregon

Project No. 105, Section B.

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 3

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of May, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 8th day of January, 1924, a project statement, which was approved by the Secretary on the 23rd day of May, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of March 1925, and approved by the Secretary on the 4th day of June, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-four thousand, eight hundred ninety-eight and 28/100

Section B of

dollars ($74,898.28) as the share of the United States payable under said act on account of said project, which does not exceed 52.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ..from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.. (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

..... (State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 1352+00 near the north limits of the town of Harrisburg, and survey station 1614+35.5 at the junction with the West Side Pacific Highway in the town of Junction City, excepting therefrom Section A of said project,

.....terminal points, a distance of 4.599 miles, known locally as the Harrisburg-Junction City Section of the Pacific Highway between Albany and Junction City, Linn and Lane Counties, being Section B of Oregon Federal Aid Project No. 105 as approved by the Secretary of Agriculture on May 23, 1924.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will undertake the construction of a pavement on those portions of the project upon which pavement is not included in the improvement contemplated under this agreement, as soon as the roadway has become sufficiently consolidated.

(d) The Highway Department hereby agrees that it will initiate or cause to be initiated such action as may be necessary to secure the installation of safeguards at the railroad grade crossing of the Oregon Electric Railroad one-fourth mile north of Harrisburg adequate for the protection of a grade crossing of that class.

(e) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, and new structures deemed necessary by the Secretary or said agents but not included in such plans and specifications, will be constructed, by or under the direction of the Highway Department, all in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section 3 of said project shall not in any event exceed (*a*) the said sum of seventy-four thousand, eight hundred ninety-eight and 28/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred twenty-four thousand, eight hundred thirty and 47/100 dollars, the approved total estimated cost of Section 3 of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section 3 of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, under (Include reference to statute authorizing

Chapter 237, Laws of 1917.

funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(b) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of June, 1935.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

.....
ACTING Secretary of Agriculture.

STRICKEN OUT

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 1352+00 near the north limits of the town of Harrisburg and survey station 1614+35.5 at the junction with the West Side Pacific Highway in the town of Junction City, excepting therefrom Section A of said project, locally known as the Harrisburg-Junction City Section of the Pacific Highway between Albany and Junction City, Linn and Lane Counties, being Section B of Oregon Federal Aid Project No. 105 as approved by the Secretary of Agriculture on May 23, 1924. [redacted]

and designated in the records of this Department as Section B of Project No. 105, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $124,830.47 as the total estimated cost of Section B of said project, and the sum of $74,898.28 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 4th day of June one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4830

1925

09-1056

UNITED STATES

May 16, 1925.

United States National Bank,
Eugene, Oregon.

Attention Mr. David Auld, Vice-President

Dear Sir:

We acknowledge receipt of your letter of the 15th inst., enclosing the letter of the Oregon Surety and Casualty Company consenting to the assignment of moneys due Mr. Geo. W. Read in connection with his contract for the paving of the Harrisburg-Junction City Section, to the United States National Bank of Eugene. This letter is satisfactory for our requirements, and we are returning to you herewith the copy of the assignment for your files as requested in your letter of the 13th instant.

Payments will be made direct to the United States National Bank of Eugene in conformance with the terms of the assignment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

enclosure

RB-105B

RB-105B

UNITED STATES NATIONAL BANK
EUGENE, OREGON

EUGENE, OREGON,
May 15, 1935.

Mr. W. S. Glaisyer, Chief Clerk
State Highway Commission,
Salem, Oregon.

Dear Sir:

We have copy of your letter of the 14th addressed to Mr. George W. Read with regard to assignment of payments, your contract 785.

We herewith inclose a letter from the Oregon Surety and Casualty Company addressed to this bank with regard to payments due Mr. Read.

We trust that this letter will meet your requirements in regard to this matter.

Very truly yours,

Vice-President.

DA/C

MAY 16 1935

Mr. W. S. Glaisyer,
Chief Clerk.

MEC:LH

cc. United States National Bank of Eugene, Eugene, Oregon.

May 14, 1928.

Mr. Geo. W. Read,
1038 Taylor Street,
Eugene, Oregon.

Dear Sir:

We have today received from the United States National Bank of Eugene two copies of form of assignment transferring payments to you under state highway contract No. 705 for the paving of the Harrisburg-Junction City Section to the United States National Bank of Eugene.

This form appears to be satisfactory in all respects with the exception that it has not been consented to by the surety on your bond. Before we can formally accept this assignment and make payments in accordance therewith, it will be necessary for you to furnish a statement from the surety on your bond to the effect that it is with their consent that this assignment is made and that it will in no wise prejudice the bond. Will you kindly procure for us the consent of your surety to this assignment at your early convenience?

In the meantime any estimate in the process of payment will either be held up pending receipt of this consent or will be made out direct to you as though no assignment had been made. Your early attention to this matter is requested.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. R. Glaisyer,
Chief Clerk.

HRG:LM

cc. United States National Bank of Eugene, Eugene, Oregon.

OG 105 B

UNITED STATES NATIONAL BANK
EUGENE, OREGON

EUGENE, OREGON.
May 13, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:

We inclose assignment of Geo. W. Read to this bank covering contract #785 dated March 26, 1925. This is in duplicate and we would thank you to sign the assent to one copy and return at your early convenience.

Very truly yours,

Vice-President.

DA/C

RECEIVED MAY 16 '25
CARL F. SMITH
ATTY GEN

OG

PR 1053

April 18, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Harrisburg-Junction City paving, Oregon Project No. 105B. This estimate has been corrected from the one returned by you, to include the items of State excavation on the approaches to the Harrisburg Bridge.

Four blue print sets of plans on the project have today gone forward to you under separate cover. These plans have been revised in accordance with items mentioned by Mr. Morris while he was in the office yesterday.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W.DeSouza:L

Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 1063

Harrisburg-Junction City Section of the
Pacific Highway in Linn and Lane Counties.
(Estimate as basis for project agreement)
Based on contract prices.)

Salem, Oregon, April 18, 1924.

| | | | | |
|---|---|---|---|---|
| 49,000 | Sq.yds. | Preparation of Subgrade | $ .07 | $ 3,430.00 |
| 44,000 | Sq.yds. | Concrete Pavement | 1.97 | 86,680.00 |
| 15,800 | Lin./ft. | Expansion Joints | .11 | 1,738.00 |
| 21,900 | Lin./ft. | Longitudinal Joint | .145 | 3,175.50 |
| 13,500 | Lbs. | Tie Bars | .0475 | 641.25 |
| 3,000 | Lbs. | Bar Reinforcement | .0475 | 142.50 |
| 1,400 | Cu.yds. | New Gravel Base | 2.00 | 2,800.00 |
| 3,300 | Cu.yds. | Gravel Shoulders | 2.00 | 6,600.00 |
| 2,100 | Sq.yds. | Paving Bridge Decks (State Forces) | 1.75 | 3,675.00 |
| 8,000 | Cu.yds. | Excavation (State Forces) | .50 | 4,000.00 |
| 12,000 | Sta.Yds. | Overhaul (State Forces) | .05 | [illegible] |
| | | | Sub-total | 118,488.25 |
| | | | 10% Engr. & Cont. | [illegible] |
| | | | Total | $ 134,830.47 |

Length of Project- 4.899 Miles

Cost per mile $27,141.95.

| | | |
|---|---|---|
| State Funds Available | $ 49,932.19 | |
| Federal Aid Requested | [illegible] | (60%) |
| | $ 134,830.47 | |

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 1052

Harrisburg-Junction City Section of the
Pacific Highway in Linn and Lane Counties.
(Estimate as basis for project agreement.
Based on contract prices.)

Salem, Oregon, April 18, 1924.

| | | | | |
|---|---|---|---|---|
| 49,000 | Sq.yds. | Preparation of Subgrade | $ .07 | $ 3,430.00 |
| 44,000 | Sq.yds. | Concrete Pavement | 1.87 | 82,280.00 |
| 15,800 | Lin.ft. | Expansion Joints | .11 | 1,738.00 |
| 21,900 | Lin.ft. | Longitudinal Joint | .145 | 3,175.50 |
| 13,500 | Lbs. | Tie Bars | .0475 | 641.25 |
| 3,000 | Lbs. | Bar Reinforcement | .0475 | 142.50 |
| 1,400 | Cu.yds. | New Gravel Base | 2.00 | 2,800.00 |
| 3,300 | Cu.yds. | Gravel Shoulders | 2.00 | 6,600.00 |
| 2,100 | Sq.yds. | Paving Bridge Decks (State Forces) | 1.75 | 3,675.00 |
| 8,000 | Cu.yds. | Excavation (State Forces) | .50 | 4,000.00 |
| 12,000 | Sta.Yds. | Overhaul (State Forces) | .05 | 600.00 |
| | | | Sub-total | 112,482.25 |
| | | | 10% Engr. & Cont. | 11,348.22 |
| | | | Total | $ 124,830.47 |

Length of Project- 4.599 Miles

Cost per mile $27,142.95.

| | | |
|---|---|---|
| State Funds Available | $ 49,932.19 | |
| Federal Aid Requested | 74,898.28 | (60%) |
| | $ 124,830.47 | |

Form No. 39—22292—6M—8-23

09 1058

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Job Name Harrisburg - Junction City

Highway Pacific

County Linn & Lane Job Prefix 20 PA-1

Date 4-11, 1925

Week from 4-5 to 4-11

Mail Address Junction City, Ore.

Telegraph or Telephone Address ✓

Express and Freight Address ✓

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Arrived Junction City Wednesday - over line Thursday. Off in office in Junction - ✓ Kearns arrived Thursday with cars. Dan Lockstedt Road & Material Man W. to Friday - To plant site with Mr Ky Saturday - gone Wadsworth - vacation Harrisburg, date to start paving.

RECEIVED
APR 13 1925
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Res Engr

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage of section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* 42

*Miles paving completed* None

*Average daily sq. yds. this week* ✓

*Miles shoulders completed both sides* ✓

*Contractor's average force for week* ✓ men,

✓ teams, ✓ trucks

*Percentage of total required yardage now in place* ✓

*Job will be completed about* ✓

*Number men in Engineering Party* 1

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 2089-1 *Percentage* 100%

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

*Other jobs* ..... *Percentage* .....

FR 1083

April 6, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Harrisburg-Junction City Section, Oregon Project No. 103B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. L. Probert
Office Engineer

Dict. by J. W. DeCoursey
End.

GG

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 105 B

Harrisburg-Junction City Section of the
Pacific Highway in Lane and Linn Counties.

(Estimate as basis for project agreement.
Revised to include paving contract.)

| | | | | |
|---|---|---|---|---|
| 49,000 | Sq.yd. | Preparation of subgrade | .07 | 3,430.00 |
| 44,000 | Sq. yds. | Concrete Pavement | 1.97 | 86,680.00 |
| 15,800 | Lin.Ft. | Expansion Joints | .11 | 1,738.00 |
| 21,900 | Lin.Ft. | Longitudinal Joint | .145 | 3,175.50 |
| 13,800 | Lbs. | Tie Bars | .0475 | 641.25 |
| 3,000 | Lbs. | Bar Reinforcement | .0475 | 142.50 |
| 1,400 | Cu.yds. | Sew Gravel Base | 2.00 | 2,800.00 |
| 3,300 | Cu.yds. | Gravel Shoulders | 2.00 | 6,600.00 |
| 2,100 | Sq.yds. | Paving Bridge Decks (State Forces) | 1.75 | 3,675.00 |
| | | Sub-total | | 106,982.25 |
| | | 10% Engr. & Cont. | | 10,698.22 |
| | | Total | | 119,770.47 |

Length of Project 4.496 Miles

Cost per mile $26,639.33

| | |
|---|---|
| State Funds Available | $ 47,908.19 |
| Federal Aid Requested | 71,862.28 (60%) |
| | $ 119,770.47 |

March 30, 1925.

20 PA 1

PR 10-73

Mr. W. E. Wadsworth,
City Recorder,
Harrisburg, Oregon.

Dear Sir:

Herewith enclosed please find executed copy of agreement entered into by the City of Harrisburg and the State of Oregon covering the cooperation for the grading of the portion of the Pacific Highway through the town of Harrisburg. This copy is for your information and city files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

HBG:LH

Encl.

PR 1052

March 25, 1926

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost and four copies of unit price analyses of the Merrisburg-Junction City Section, Oregon Federal Aid Project No. 105 B.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Mail by J.W. DeCoursey

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 105 B

Harrisburg-Junction City Section of the Pacific Highway in Lane and Linn Counties.
(Estimate with plans. Not as basis for project agreement)

CEMENT CONCRETE PAVEMENT

| | | | | |
|---|---|---|---|---|
| 49,000 | Sq. yds. | Preparation of Sub-Grade | .05 | 2,450.00 |
| 44,000 | Sq. yds. | Concrete Pavement | 2.14 | 95,040.00 |
| 15,800 | Lin Ft. | Expansion Joints | .15 | 2,370.00 |
| 21,900 | Lin.Ft. | Longitudinal Joint | .15 | 3,285.00 |
| 13,800 | Lbs. | Tie Bars | .10 | 1,380.00 |
| 3,000 | Lbs. | Bar Reinforcement | .10 | 300.00 |
| 1,400 | Cu.yds. | New Gravel Base | 1.75 | 2,450.00 |
| 8,300 | Cu.yds. | Gravel Shoulders | 1.75 | 5,775.00 |
| 2,100 | Sq. yds. | Bridge Deck Paving (State Forces) | 1.75 | 3,675.00 |
| | | Sub-total | | 116,695.00 |
| | | 10% Engr. & Cont. | | 11,669.50 |
| | | Total | | 128,364.50 |

Length of Project 4.496 Miles
Cost per mile $28,550.82

BITUMINOUS CONCRETE PAVEMENT

| | | | | |
|---|---|---|---|---|
| 58,700 | Sq. yds. | Preparationof Subgrade | .05 | 2,935.00 |
| 44,000 | Sq. yds. | Bituminous Pavement | 1.92 | 84,480.00 |
| 2,100 | Sq. yds. | Bridge Deck Paving | 1.45 | 3,045.00 |
| 5,500 | Cu.yds. | Br. Stone or Gravel Sub-Base | 2.00 | 11,000.00 |
| 3,300 | Cu.yds. | Gravel Shoulders | 1.75 | 5,775.00 |
| | | Sub-Total | | 107,195.00 |
| | | 10% Engr. & Cont. | | 10,719.50 |
| | | Total | | 117,912.50 |

Length of project 4.496 Miles
Cost per mile $26,226.04

# UNIT PRICE ANALYSIS

## CONCRETE PAVEMENT

Section Harrisburg-Junction City

County Linn & Lane

Date of Bids 8/25/28

Width 18 Thickness 8- 7- 9 Mix 1:2:3

| | Cement Sand | Sand Cu. Yd. | Gravel Cu. Yd. |
|---|---|---|---|
| Cost at origin (f.o.b. net) | 0.[illegible] | 0.[illegible] | 0.[illegible] |
| Quarry, crush, screen, etc. | | 1.[illegible] | [illegible] |
| Freight | 0.18 | - | - |
| Length of haul (f.o.b. to plant) | 1.[illegible] | 1.[illegible] | 1.[illegible] |
| Load, haul, dump, etc. | .[illegible] | .[illegible] | .[illegible] |
| Total | .[illegible] | 1.[illegible] | 1.[illegible] |
| 10% loss in handling | .04 | - | - |
| Quan. per cu. yd. conc. | 0.[illegible] | .[illegible] | .[illegible] |
| Cost of mtls. per cu. yd. conc. | 0.[illegible] | .[illegible] | .[illegible] |

Materials and Manipulation Costs Converted to Square Yards of Pavement.

| | |
|---|---|
| Cost of mtls. per cu. yd. conc. | $ .[illegible] |
| Mixing per cu. yd. | .[illegible] |
| Place, forms, etc. cu.yd. | .[illegible] |
| Total | 0.[illegible] |
| Cu.yds. conc. per sq.yd.pvmt | .[illegible] |
| Cost per sq. yd. | 1.[illegible] |
| Finish, cure, etc. per sq.yd | .[illegible] |
| Prep. of subgrade per sq.yd | |
| Equip. overhead, etc. (sq.yd) | .17 |
| Total cost | 1.[illegible] |
| 15 % profit | .[illegible] |
| Estimated Bid Price | 2.16 |

Source of cement Cowlitz

Source of sand Lancaster

Source of course agg. Lancaster

Estimate made by L.A. Collier

Estimate data by L.A. Collier

Date 8/20/28

Remarks

# UNIT PRICE ANALYSIS

## TYPE "D" PAVEMENT

Section Harrisburg-Junction City
County Linn & Lane
Date of Bid 5/20/25
Width 18' Thickness 5" Base 5" Top 2"

| | Asphalt Ton | Filler Ton | Sand Cu.yd. | Gravel Cu. yds. | Material and Manipulation Costs Converted to sq. yds. of pavement. |
|---|---|---|---|---|---|
| Cost at Origin (f.o.b.net) | 13.50 | 4.00 | .00 | .00 | |
| Quarry, crush, screen, etc. | | | 2.10 | 1.50 | |
| Freight | 4.00 | 3.20 | - | - | |
| Haul (miles f.o.b. to plant) | - | - | - | - | |
| Load, haul, dump, etc. | .40 | .80 | - | - | |
| Total | 20.90 | 7.70 | 2.15 | 1.50 | |
| 10% loss in handling | 1.08 | .77 | .11 | .08 | |
| Total | 21.98 | 8.47 | 2.26 | 1.58 | |
| Quantity per 1000 lb. batch | 80. | 40. | 360. | 635. | |
| Cost | .62 | .17 | .30 | .36 | 1.45 |
| | | | | | .20 |
| | | | | | 22 |
| | | | | | 1.87 |
| | | | | | 1.64 |
| | | | | | 1.84 |
| | | | | | .14 |
| | | | | | .05 |
| | | | | | .40 |
| | | | | | .25 |
| | | | | | 1.73 |

Source of Asphalt Richmond, Cal
Source of Filler Bergen
Source of Sand Junction & Eugene
Source of course agg Junction
Set up of plant 2 B. Plant at Junction
Estimate made by E.A.Collier
Estimate data by E.A. Collier
Date 5/20/25
Remarks

Mixing per batch 1. .
Haul 1.6 mi. @ 20 per batch) .
Total .
Average pull. .
Cost per square yard. .
Place, roll, headers, etc. .
Seal coat .
Equip., overhead, etc. .
15 % profit. .
Estimated bid price .

P.P. 105B

March 21,1925

McCracken Ripley Company,
61 Albina Ave.,
Portland, Oregon.

ATTENTION MR. CUSHMAN

Dear Sir:

Reference is made to your letter of March 20th making inquiry in regard to tie bars and reinforcement to be used in the pavement to be constructed between Junction City and Harrisburg.

The correct size for the 36-inch tie bars is 1/2-inch square deform. Any bar reinforcement that may be used will probably be of the same size.

Approximately 4,700 lbs. of 1/2-inch square deformed tie bars will be used in connection with the paving of the St. Joseph-Tillamook Junction section of the West Side Pacific Highway. Bids for this paving work will be received on March 26th.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

McCRACKEN-RIPLEY CO.

By
H. H. Pochert
Office Engineer

3HP L

cc

ESTABLISHED 1856

# McCRAKEN-RIPLEY CO.

JOBBERS

BUILDING MATERIALS

61-67 ALBINA AVENUE
PORTLAND, OREGON

March 20, 1925.

Oregon State Highway Commission,
Salem, Oregon.

c/o Mr. Clark or
Mr. Probert.

Gentlemen:

Relative to State Highway bids on which figures are to be taken on March 25th, we note that in the case of the Junction City-Harrisburg highway the blue prints call for ½" square bars 36" long where as the specifications call for 5/8" round. Please advise as to which is correct. We also note that an extra of 3000 lbs. of bar reinforcement is listed. Can you give us the approximate sizes for this material?

We would also like to know whether any of the other highway jobs on which bids are being received will require any reinforcing steel, and if so, how much.

Thanking you for information, we are

Yours very truly,

McCRAKEN-RIPLEY CO.

Engineering Dept.

REC:J

09 105B

# CITY OF HARRISBURG

OFFICE OF

CITY RECORDER

R. W. KESSELL, MAYOR
W. E. WADSWORTH, RECORDER
F. S. MOODY, TREAS.

HARRISBURG, OREGON 3-10-31

Mr. J. D. Dawyer
Salem Or

Dear Sir.

Enclosed You will find The Contracts You left at my Office & believe properly signed. as per your request, I am sorry I was away from Home, when You called will try to see around next time.

Yours Truly
W E Wadsworth
City Recorder

executed copy mailed to city of Harrisburg 3/30

105 B

March 7, 1925.

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Under separate cover we are today sending you four blue print sets of plans for the Harrisburg-Junction City Section, Oregon Federal Aid Project No. 105B.

One typewritten set of special provisions is enclosed herewith for your inspection. If possible we would like to have you examine these and either give them your approval or advise us of any changes which you may consider necessary by not later than next Wednesday, March 11th. Bids for the work are to be received on the 26th and we should be able to send out the proposal forms to contractors by the 12th of the month. The required number of mimeograph special provisions will be sent to you as soon as they can be made up subsequent to the receipt of advice from you. At that time we will also send you the estimates and unit price analyses for the work.

The Department will do, with State forces, the grading between Station 1387+40 and the north end of the Harrisburg Bridge and between the south end of the bridge and Station 1433+60. The Department will also place, by State forces, gravel surfacing between Station 1400 and the north end of the bridge, and between the south end of the bridge and Station 1433+60. These two sections are to be surfaced for the present and will not be paved until such time as the fills have thoroughly settled. It is our intention to claim Federal aid on this work as contingency items.

You will notice that alternate bids are to be received on cement concrete and bituminous concrete types of pavement. If the project is awarded for concrete pavement, the Department, with its own forces, will place a bituminous pavement on the bridges on the project, including the Harrisburg bridge. It will be our intention to include these items in the estimate for projects No. 105B and 105A respectively. If the project is awarded for Bituminous concrete pavement, these items will be done by the contractor.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict.by J.W. DeSouza :L
ma

cc. E. A. Collier, Assistant Engineer,
Albany, Oregon.

January 26, 1928.

Mr. W. E. Wadsworth,
City Recorder,
Harrisburg, Oregon.

Dear Sir:

On January 21st we wrote you furnishing a preliminary estimate of the cost of Pacific Highway improvement through the city of Harrisburg, but since furnishing this information it has been decided by the Highway Commission to pave the grade crossing of the Oregon Electric Railroad.

Our previous estimate did not contemplate this section of pavement and in fact it was the plan at that time to omit approximately 1200 feet at the crossing and leave it as a recommended road pending further action on the grade crossing proposition. However, since it has been decided to pave the bridge crossing it will necessarily change the estimates furnished you and we hand you herewith corrected estimate:

Preliminary estimate of cost of the Junction City-Harrisburg Section of the Pacific Highway.

Improvement through the City of Harrisburg.

4267 lin. ft. or 0.84 miles, Sta. 1356+12 to Sta. 1406+00

| | | | |
|---|---|---|---|
| Preparation of subgrade | 9,900 sq. yds. | 0.08 | $ 594.00 |
| Base gravel | 800 cu. yds. | 1.75 | 825.00 |
| 18' pavement | 8,900 sq. yds. | 2.15 | 19,135.00 |
| Shoulder gravel | 660 cu. yds. | 1.75 | 1,187.50 |
| Expansion Joint material | 3,800 lin. ft. | 0.14 | 448.00 |
| Dividing strip | 4,400 lin. ft. | 0.12 | 528.00 |
| Reinforcing steel | 3,000 lbs. | 0.07 | 210.00 |
| Subgrade excavation | 100 cu. yds. | 0.50 | 50.00 |
| | | | $22,687.50 |
| Grading | Lump sum | | 1,500.00 |
| | | | $24,187.50 |
| City of Harrisburg participation 15% of $24,187.50 | | | $ 3,619.12 |

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
Division Engineer.

JSB:LM

FED 1057-B

...DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
JAN 12 1925
...OF THE
...ENGINEER

Albany, Oregon Jan 7 1924

Jo PA-1

Mr S H Probert

Office Engineer State Highway

Salem Oregon

NOTE:
J. S. GW...

Dear Sir;

Please send me transit and level notes for Harrisburg-Junction section grading and surfacing finished in Dec 1922 by Melville Jones Res Eng.

What will be the prefix for the paving on this section?

Was a construction map for this section sent in? 1922.

Yours Truly

E. A. Collier

Resident Engineer

Trans. & level notes not found
Level notes to Collier 1/10/25 by Bruce
Records show const. map to Walsh 10/24
Prefix

Electric Lights

Running Hot and Water in Every Room with Private Bath

M. H. Abbey
E. J. Abbey
Owners

# THE ABBEY

PR 105B

NEWPORT, ORE. Fri 8/29 191 24

Dear O'Kelley

Am sending you today by mail the original 1"=100 ft Junction City Harrisburg - Sievers wanted me to re-write a description of the Morris tract for him (making it meets + bounds) - He did not have the original description with him in Eugene the other evening when I saw him and inasmuch as I'll not get back to Salem for several days would like to have

OREGON STATE HIGHWAY COMMISSION

Electric Lights

Running Hot and Water in Every ooms with Private ath

M. H. Abbey
E. J. Abbey
Owners

# THE ABBEY

PR 105B

NEWPORT, ORE., Thu 8/29 1924

Dear O'Kelley

Am sending you today by mail the original 1"=100 of Junction City Harrisburg - Stevens wanted me to re-write a description of the Morris tract for him (making it metes + bounds) - He did not have the original description with him in Eugene the other evening when I saw him and inasmuch as I'll not get back to Salem for several days would like to have

Running Hot and Cold Water in Every [illegible] Rooms with Private [illegible]

M. H. Abbey
E. J. Abbey
Owners

# THE ABBEY

NEWPORT, ORE., .....191.....

you get it from him + fix up the new one the way he wants it.

Ric

J. S. Lawyer

Description furnished Mr Devers.

E. A. J.

CONTRACT #787,
788,

PR 122 St. Joseph-Tillamook Jct. 1925
787,788

#767-36[illegible]

December [illegible], 1926.

Fidelity & Deposit Company of Maryland,
C. A. Tommeone, Agent,
Swope Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 767 for the construction of the St. Joseph Section of the West Side Pacific Highway in Yamhill County consisting of 1.19 miles of concrete paving has been completed by the contractors, Oregon Contract Company and that final settlement will be made by the State with said contractors for work done under said contract on or after December 23rd, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

FORM 5A 20617 10M 9-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM November 25, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE No. 36 PE

ATTENTION:

Memorandum.

NOTED
State Highway Engineer

Roy A. Klein:

Referring to the attached letter from Mr. Purcell regarding final acceptance of federal aid project No. 122, the St. Joseph Section, Mr. Eason advises as follows under date of November 23, 1925:

"In reply to your letter of the 3rd regarding correction of certain defects in the St. Joseph Section pavement, please be advised that this work has been completed. We took considerable pains with these repairs, cleaning out the joint mentioned and also a number of others where slight indications of spalling had occurred and patched these places with asphalt and asphalt mixture. We also cleaned all holes where bark or wood had found lodgement at or near the surface of the concrete and refilled with a cement mortar. I believe this section is in an entirely satisfactory condition now."

W. D. Clarke,
Division Engineer.

WDC:LM

DICTATED BUT NOT READ BY MR. CLARKE
SIGNED IN HIS ADSENCE BY L.M.

IN YOUR REPL

REFER TO FILE

UILDING,
OREG.

Reference is made to Oregon Federal aid project #122, St. Joseph-Tillamook Junction section of the West Side Pacific Highway.

Last week we made an inspection of the project for final acceptance but there are some things which we would like to have done before the final voucher, when presented, can be passed for payment.

There are a great many holes in the pavement due to sticks and pieces of bark in the aggregate. These should be patched. At the south end of the project, between the bridge and the end of the old pavement, is an expansion joint which is badly spalled. The expansion felt was evidently tipped over and buried under the concrete, so that it could not be found by the finisher. This joint should be cut back to the line left by the finishing tool and filled with asphaltic concrete. There are several other joints which have spalled to some extent.

Enclosed are photos showing a bark hole and the expansion joint above described.

On future projects we believe that the plans and specifications should show in detail the tools and appliances which the contractor will be required to provide for the proper performance of the work. There are in general use forms for placing the expansion felt which would prevent any such condition as is shown by the accompanying photo.

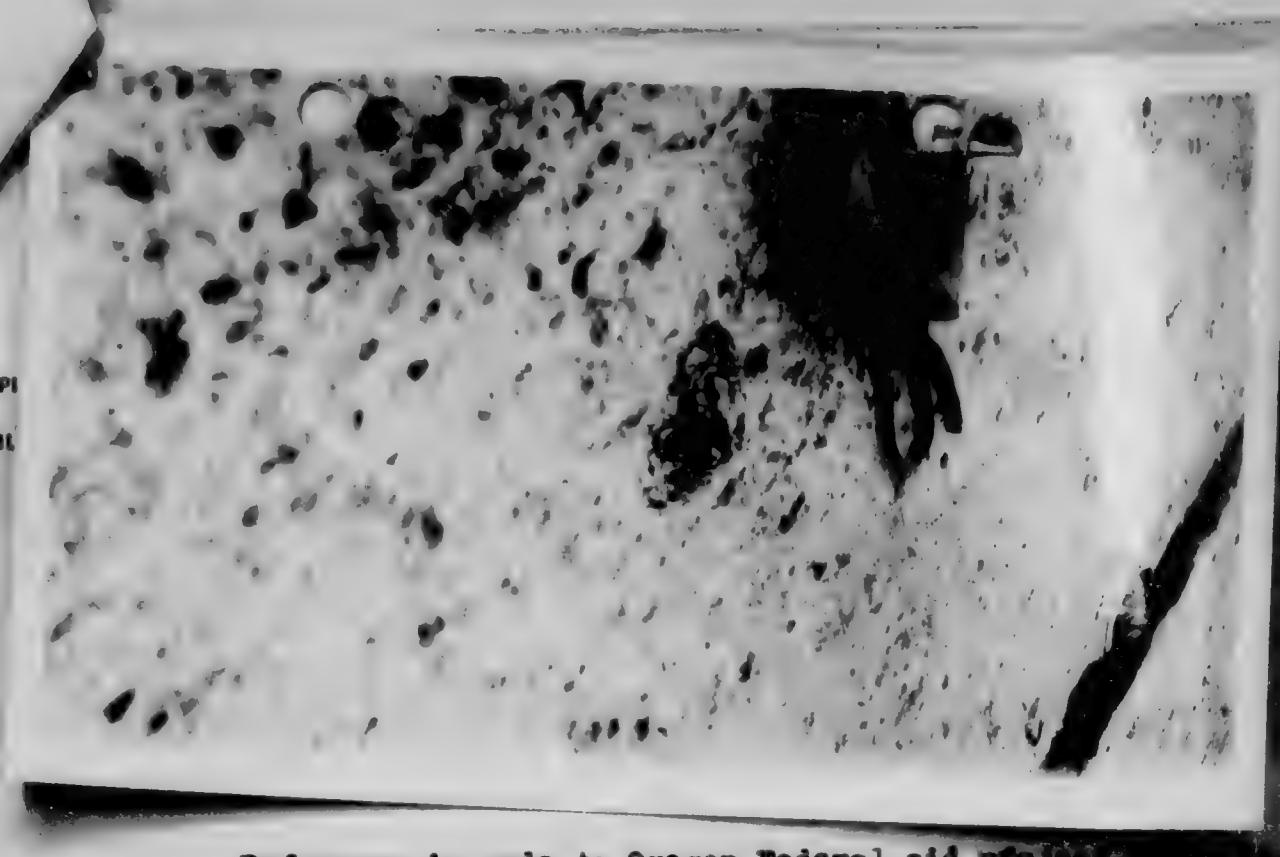
Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Acting

REFERRED TO
Clarke
By State Highway Engineer

Chief Clerk.

Dict. by J. McFarland.



Reference is made to Oregon Federal aid project [illegible] Joseph-Tillamook Junction section of the West Side Pacific Highway.

Last week we made an inspection of the project for final acceptance but there are some things which we would like to have done before the final voucher, when presented, can be passed for payment.

There are a great many holes in the pavement due to sticks and pieces of bark in the aggregate. These should be patched. At the south end of the project, between the bridge and the end of the old pavement, is an expansion joint which is badly spalled. The expansion felt was evidently tipped over and buried under the concrete, so that it could not be found by the finisher. This joint should be cut back to the line left by the finishing tool and filled with asphaltic concrete. There are several other joints which have spalled to some extent.

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Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Acting

REFERRED TO
Clarke
By State Highway Engineer

Under Clerk.

Dict. by J. Hafferland.

IN YOUR REPLY

REFER TO FILE

...UILDING,
...REG.

Reference is made to Oregon Federal aid project #122, St. Joseph-Tillamook Junction section of the West Side Pacific Highway.

Last week we made an inspection of the project for final acceptance but there are some things which we would like to have done before the final voucher, when presented, can be passed for payment.

There are a great many holes in the pavement due to sticks and pieces of bark in the aggregate. These should be patched. At the south end of the project, between the bridge and the end of the old pavement, is an expansion joint which is badly spalled. The expansion felt was evidently tipped over and buried under the concrete, so that it could not be found by the finisher. This joint should be cut back to the line left by the finishing tool and filled with asphaltic concrete. There are several other joints which have spalled to some extent.

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Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Acting

REFERRED TO
Clarke
By State Highway Engineer

cro

Chief Clerk.

Dict. by J. McFarland.

36 PE

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 26, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Oregon Federal aid pfoject #122, St. Joseph-Tillamook Junction section of the West Side Pacific Highway.

Last week we made an inspection of the project for final acceptance but there are some things which we would like to have done before the final voucher, when presented, can be passed for payment.

There are a great many holes in the pavement due to sticks and pieces of bark in the aggregate. These should be patched. At the south end of the project, between the bridge and the end of the old pavement, is an expansion joint which is badly spalled. The expansion felt was evidently tipped over and buried under the concrete, so that it could not be found by the finisher. This joint should be cut back to the line left by the finishing tool and filled with asphaltic concrete. There are several other joints which have spalled to some extent.

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Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Acting

REFERRED TO
Clarke
By State Highway Engineer

Dist. by J. Imperial.

66 # 788-31-8F 07122

October 31, 1925.

Massachusetts Bonding & Insurance Company,
Wilcox Building,
Portland, Oregon.

Attention John B. Coffey, Agent.

Gentlemen:

You are hereby notified that State Highway contract No. 788 for the construction of the Tillamook Junction-Hillsboro Section of the Hillsboro-Tillamook Highway in Washington County, consisting of paving and repair work has been completed by the contractors, United Contracting Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 10th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished in connection with said contract. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEEN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR# 122.

IN YOUR REPLY, PLEASE

October 29, 1925.

Mr. C. H. Purcell,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 22, relative to the dates shown in our contract with the United Contracting Company for paving work performed on Federal Aid Project No. 122.

The contract referred to was made up and sent out to the contractor for his signature and for the execution of the bond on April 7, 1925. It was at some later date signed by the members of the State Highway Commission.

The dating of the contract March 27, 1925 was in accord with our usual practice of assigning as the date of contract, the date on which bids were received. The date of March 27, 1925, is not, therefore, indicative of when the contract was actually drawn and executed.

The date in the bond was filled in by the contractor or by his surety, and like the date of the contract, is in no way indicative of the date upon which the bond was actually executed. The bond could not have been signed before April 7, at the earliest.

We do not know just what date you might wish to consider the governing date, but it occurs to us that the most logical date would be that upon which we formally notified the contractor that the contract was awarded to him. Such notification was given him on April 6, 1925.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

October 22, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Voucher No. 1 in the amount of $29,145.79, covering work performed on Oregon Federal Aid No. 122, received and has been forwarded for payment.

Payment on this voucher was withheld by Washington, due to date of contract and date of Bond as of March 27, 1925, being prior to the approval of the Project Statement by the Secretary on April 2, 1925. We are now advised that this voucher has been passed for payment, but that further information is requested as regards the date of contract with the United Contracting Company.

This same question arose in connection with Oregon projects Nos. 83 and 101, but in those instances the date of the bond was subsequent to the date of approval of the Project Statement by the Secretary, while in this case the date is the same as opening of bids.

In order that the records may be clarified, and that payment of future vouchers will not be held up, it is requested that we be informed relative to why a date prior to approval was used, and what is the governing date on this contract.

Very truly yours,

District Engineer.

Form No. 39—22292—6M—8-23

99 122

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date Sept 26, 1923

Job Name Lt Sec. Cert.

Week from Sept 20 to Sept 26

Mail Address Via Yamhill

Highway West Side

Telegraph or Telephone Address Do

County Yamhill Job Prefix 36 P2

Express and Freight Address Do

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Force account work by State force on grading cut slopes and preparing for rock shoulder completed first part of week.

Rock furnished gravel Tarred and spread by contractor Completed this work. Cut filler worked into gravel after being spread by State force. Contract work Completed.

(See back of this sheet for instructions and detailed information.)

Signed F. H. Eason

Title Res Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

### INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

July 2, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #122, St. Joseph-McMinnville Junction section of the West Side Pacific Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Form P. R. 2

State Oregon

Project No. 122

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of May, 19 25

by and between the State Highway Commission of Oregon

....., constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 16th day of February, 19 25, a project statement, which was approved by the Secretary on the 2nd day of April, 19 25, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 2nd day of April 19 25, and approved by the Secretary on the 12th day of June, 19 25; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-five thousand, one hundred thirty-one and 72/100

dollars ($ 35,131.72) as the share of the United States payable under said act on account of said project, which does not exceed 42.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 70+00 about 2 miles north of McMinnville and survey station 136+54.6 north of St. Joseph; and between survey station 4+65 near south city limits of McMinnville and survey station 46+12.9 at the north end of Federal Aid Project No. 58 at Tillamook Junction.
.....terminal points, a distance of 1.277 miles, known locally as the West Side Highway between official control points Portland-McMinnville and Corvallis, Yamhill County.

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of ....thirty-five thousand, one hundred thirty-one and 72/100.... dollars, certified to the Secretary of the Treasury as above mentioned, being ....less than 62.25.... per cent of ....fifty-nine thousand, six hundred ninety-seven and 11/100.... dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)
(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

.....the State Treasurer.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .....State..... (State or county.) of .....Oregon..... (Name.)
of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $10,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....Resolution of August 7, 1917;.....
(Include reference to statute authorizing funds and probable amount annually available.)
Chapter 237, Laws of 1917.

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....
*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 12th day of June, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By H. B. Van Duzer
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Malone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

P. M. Lemuels
ACTING Secretary of Agriculture.

wd

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112.

STRICKEN OUT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 70+00 about 2 miles north of McMinnville and survey station 136+54.6 north of St. Joseph; and between survey station 4+65 near south city limits of McMinnville and survey station 46+12.9 at the north end of Federal Aid Project No. 58 at Tillamook Junction,

locally known as the West Side Highway between official control points Portland-McMinnville and Corvallis, Yamhill County, and designated in the records of this Department as Project No. 122, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $59,627.11 as the total estimated cost of said project, and the sum of $33,131.72 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 12th day of June one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Lund

ACTING *Secretary of Agriculture.*

GWS

8—4930

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

June 19, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On June 11, 1925, the Secretary of Agriculture approved the project statement for Oregon 123, Crooked River section of The Dalles-California Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By
Acting

cc

09 122

NOTED
State Highway Engineer

June 1, 1925.

86 P7

United Contracting Company.
109 Northwestern Bank Building.
Portland, Oregon.

Attention Mr. R. D. Hoyt.

Gentlemen:

Referring to our conversation a few days ago respecting materials for use under your contract No. 788 for the Hillsboro-Tillamook Junction Section resurfacing and the Tillamook Junction-Sheridan repair work, in view of the situation as regards screen equipment of the commercial plants from which you expect to obtain the crushed gravel material for this work and in view of the comparatively small amount of certain sized which would be required by a strict compliance with the letter of the specifications, the following deviations from such specifications are hereby authorized it being considered that the resulting pavement mixture will be as good or better than that provided by the specifications while at the same time facilitating the securing and handling of new material by you.

For base course mixture crushed material of a maximum size of 1½ inches, being the same material as required for top course mixture, will be permitted and used in lieu of the 2 inch maximum round material allowed by the specifications.

For the binder course mixture crushed material of a maximum size of 3/4 inches will be permitted and used in lieu of the 1 inch round material allowed by the specifications.

For the fine mix patching mixture crushed material of 3/4 inch maximum size will be permitted in lieu of the half inch maximum size required by the specifications, provided that the percentage of the crushed material retained on a ¼ inch screen does not materially over run the percentage shown by our preliminary tests of this 3/4 inch material, which percentage is approximately 15 per cent.

If the foregoing statement confirms your understanding of the arrangement agreed upon please indicate that fact on one copy of this letter, returning the same to this office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

W. D. Clarke,
Division Engineer.

WDC:MK

cc. File.
cc. F. E. Mason, Resident Engineer, McMinnville, Oregon.

DICTATED BUT NOT READ BY MR. CLARKE
SIGNED IN HIS ABSENCE BY _____

Portland, Oregon, June __, 1925.

The foregoing statement of understanding and agreement relative to changes in specifications as to size and character of material is hereby confirmed and agreed to.

UNITED CONTRACTING COMPANY,

By _____

Form No. 39—32202—4M—8-23

09-122

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date May 25, 1925

Job Name St Joe Section

Week from 18 to 23

Mail Address McMinnville Ore.

Highway West Side

Telegraph or Telephone Address Do.

County Yamhill Job Prefix 36 PE

Express and Freight Address Do

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Oregon Contract Co. on job first 2 wks with crew and outfit in fact a little work was done previous week in way of grading - preparation for pavement.

Started paving Thursday 21st and laid 9 ft strip from 70+00 to 82+50 at junction of Isolation Hwy. The last two panels were 18 ft width and in addition a widening strip was laid from 68+25 to 70+00 Good results being obtained.

NOTED
T. D. CLARKE

(See back of this sheet for instructions and detailed information.)

Signed F. W. Eason

Title Res Engr.

SEP 1

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, .....steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* 1.19

*Miles paving completed* .13 Equiv. in 18'

*Average daily sq. yds. this week* 373 for 3 day period

*Miles shoulders completed both sides* .....

*Contractor's average force for week* 30 men,

3 teams, 5 trucks

*Percentage of total required yardage now in place* 9% (4 days only)

*Job will be completed about* July 15th

*Number men in Engineering Party* 5

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

April 24, 1928

United Contracting Co.,
Northwestern Bank Bldg.,
Portland, Oregon.

Gentlemen:

In your contract for resurfacing and repair work on the section of the West Side Pacific Highway between McMinnville and Sheridan, provision is made for the repair of bituminous pavements on the streets of the City of McMinnville.

Before work is commenced, we desire to have it understood that the State of Oregon assumes no financial responsibility for any work that may be performed under that provision, except such as is, by the Engineer, ordered to be performed upon thosestreets, or portions of streets, for whose maintenance the State is responsible. For payment for work performed upon streets or portions of streets, for whose maintenance the State is not responsible, you must look to the City of McMinnville, and you are cautioned to perform no such work until it has been legally authorized and ordered by the City and until the City has legally accepted responsibility for payment for same.

We wish to have it understood, also, that a variation of the quantities of materials actually used in the repairing of pavements on the streets of McMinnville, from the bid quantities of materials for that purpose, will, under no circumstances, entitle you to extra compensation.

Please acknowledge receipt of this letter and advise as to whether or not you are willing to accept the work with the understandings herein stated. Also please accompany your reply with the consent of your surety.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

PR-122

April 16, 1925

Memorandum for Mr. Clarke:

The understanding in regard to the patching work to be done on the street of McMinnville was that the performance and payment for that work would be a matter between the contractor and the city officials. The contractor should, therefore, be informed that he must look to the city for payment for that part of the work, and that he should perform only such work as he is ordered, by the proper city officials, to perform.

The estimates submitted by the Resident Engineer should not include any work that is to be paid for by the city.

Please advise if the above arrangement is not satisfactory.

SHP L

09 122

April 15, 1925.

United Contracting Company,
109 Northwestern Bank Building,
Portland, Oregon.

Gentlemen:

Complying with your request of the 11th inst. we are mailing to you herewith extra copy of contract recently awarded to you for paving work between Hollamville and St. Joseph. This copy is intended for your local superintendent.

We will mail the bonding company's copy to them direct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:L
Encl.

THE UNITED CONTRACTING COMPANY
109 NORTHWESTERN BANK BUILDING
PHONE MAIN 3099
PORTLAND, OREGON

April 11th--1925.

Mr. Roy A. Klein,

State Highway Engineer,

Salem, Oregon

Dear Sir:-

We are sending you under separate cover signed contracts and bonds covering the improvement of the Pacific Highway between McMinnville and St. Joseph.

Would appreciate an extra copy of the contract for the Bonding Company and one for our local Superintendent.

Thanking you, we remain,

Very truly yours,

M. J. Lynch

Secy. Treas.

RQ-122

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

April 11, 1925.

APR 13 1925

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon 122, St. Joseph-Tillamook Section of the West Side Highway:

The section submitted for Unit 2, from McMinnville to Tillamook Junction, showed the concrete shoulder strips. We understand that now the intention of the State is to place bituminous shoulders instead of concrete.

As we do not have sections covering this method of construction, it is requested that four prints of typical section showing the bituminous pavement be forwarded for incorporation with the P.S.& E.

Very truly yours,

C. H. Purcell
District Engineer.

ACTING

Sent to E.A.S. 4-13-25 P.M.

PR 122

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four blue prints of typical pavement section to be used between the Tillamook Junction-McMinnville Section on Project No. 122.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeCoursey
Eng.

cc

OREGON STATE HIGHWAY DEPARTMENT

TYPICAL PAVING SECTION

TILLAMOOK JCT. - McMINNVILLE SECTION

West Side Highway

Tillamook County

Sept. 1932

FR 122

April 10, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Reference is made to the Tillamook Junction-St. Joseph Section, Oregon Federal Aid Project No. 122.

As you are no doubt aware, separate contracts have been awarded for the contract of the St. Joseph Section and the Tillamook Junction-McMinnville Section, the first contract covering Unit 1 and the second contract covering Units 2 and 3 and the work in the City of McMinnville as outlined in the special provisions previously sent you.

We are enclosing herewith four copies of estimate as basis of project agreement on the project. We are also enclosing six copies of special clauses which supplement the special provisions for the construction of the section between the Tillamook Junction and McMinnville.

You will note that in the enclosed estimate we have included prices for bituminous base and preparation of subgrade, which did not appear in the tabulations of bids on the project. These prices are based on quotations by the contractor and are included in the contract as contract prices.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineers

Dict. by J. W. DeSouza:L

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 128

St. Joseph-Tillamook Junction Section of the
West Side Pacific Highway in Yamhill County.
(Estimate as basis for project agreement. Based on
contract prices)

Salem, Oregon, April 10, 1926.

ST. JOSEPH SECTION

| | | | | |
|---|---|---|---|---|
| 16,000 | Sq.Yds. | Preparation of Sub-Grade | $ .04 | $ 960.00 |
| 13,200 | Sq.yds. | Concrete Pavement | 2.30 | 30,360.00 |
| 4,800 | Lin.Ft. | Expansion Joints | .14 | 672.00 |
| 6,500 | Lin.Ft. | Longitudinal Joint | .14 | 1,040.00 |
| 4,700 | Lbs. | Steel Tie Bars | .07 | 329.00 |
| 800 | Lin.Ft. | Concrete Curb | .30 | 60.00 |
| 750 | Cu.yds. | Shoulders | 2.50 | 1,875.00 |
| 1,800 | Lin.Ft. | Paving in two Strips | .10 | 180.00 |

TILLAMOOK JCT.-[illegible] MINEVILLE

| | | | | |
|---|---|---|---|---|
| 8,800 | Lin.Ft. | Preparation of Sub-grade | .05 | 440.00 |
| 200 | Sq. yds. | Removal of Old Pavement | .50 | 100.00 |
| 30 | Cu.yds. | Sub-base | 3.37 | 101.10 |
| 400 | Batches | Bituminous Base | 4.05 | 1,620.00 |
| 1,500 | Batches | Bituminous Binder | 4.10 | 6,150.00 |
| 8,880 | Sq. yd. | Bituminous wearing Surface | 1.06 | 9,063.00 |
| 400 | Cu.yds. | Shoulders | 3.23 | 1,292.00 |
| | | Sub-total | | 54,270.10 |
| | | 10% Engr. & Cont. | | 5,427.01 |
| | | Total | | 59,697.11 |

Length of Project 1.906 Mi.
Cost per mile $31,307.79

| | | |
|---|---|---|
| State Funds Available | 24,065.21 | |
| Federal Aid Requested | 35,631.90 | ($18,675.00 per mile -35,697.11) |
| | 59,697.11 | |

THE UNITED CONTRACTING COMPANY
109 NORTHWESTERN BANK BUILDING
PHONE MAIN 3099
PORTLAND, OREGON

April 3,1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Klein:-

We refer to our letter to the State Highway Commission under date of April 2nd. in which we asked for the privilege and option of accepting Unit #1 of the St. Joseph-McMinnville Section at the prices of the Oregon Contract Company as submitted in their proposal on this work March 27,1925. We appreciate and are cognizant of the courtesy, but we must under the circumstances, ask to be excused from accepting Unit #1 at the Oregon Contract Company's prices. We do however, stand ready to go ahead with Sections #2,#3 and #4 as discussed with you and outlined in our letter of April 2 nd.

Respectfully,

The United Contracting Company

RDH (President)

April 2, 1928

Members of the Highway Commission.

Gentlemen:

I had a conference today with Mr. R. D. Hoyt, President of the United Contracting Company. As you will recall, they were the low bidders on the St. Joseph-McMinnville-Tillamook Junction paving project on the basis of 7 inch concrete 15 feet wide between St. Joseph and McMinnville and the combination type bituminous resurface and 2 foot concrete shoulders on the McMinnville-Tillamook Junction Section. This project also included paving between Tillamook Junction and Sheridan and some patching within the city of McMinnville. The total amount of their bid on this work was $98,166.10.

In examination of the proposals discloses that the Oregon Contract Company for concrete pavement were $5,300.80 less than the United Contracting Company, and it appeared that the price for Unit 2 for the combination type was excessively high and that it would be cheaper to lay an 18 foot concrete pavement on the McMinnville-Tillamook Junction Section rather than the combination type. Accordingly, I recommended to you that bids be rejected and the project readvertised.

The United Contracting Company, however, today called and after discussion of the project with them, they made the offer which is attached hereto which provides, in brief, for the elimination of the concrete shoulders on the McMinnville-Tillamook Junction Section, making the job a bituminous resurfacing job, widening the present 18 foot pavement to 18 feet. This is similar construction to that which was used on the Sex-Tigard Road and which has proved very satisfactory. Their unit bid price on bituminous surface and bituminous base mix to apply as other incidental items on both Units 2 and 3.

On Unit 1, they ask the privilege of accepting the contract at the prices bid by the Oregon Contract Company for concrete pavement, which would mean a total saving on the job of $11,728.00. This is made up in part by a reduction in the quantity of bituminous surface mix of approximately 500 cubic yards, which would not be necessary if concrete shoulders are not used.

In addition, there is some advantage to us in that the painting to be done on Unit 3 probably can be done cheaper by them with a larger plant than we could handle it ourselves with a small repair plant. Also we expect our own plants will be very busy during the entire season. Of course, in considering this reduction, it will be understood that instead of the 20 foot pavement with 2 foot concrete shoulders on each side on Unit 2, 0.8 miles in length, we will have a bituminous pavement 18 feet wide, but I think the latter will be very satisfactory.

I have taken this matter up with Mr. Purcell in a tentative way and will have a conference with one of his representatives tomorrow to go into the matter in more detail.

I might add that in the event the United Contracting Company do not elect to take Unit 1, I am quite sure that the Oregon Contract Company will still take it at their original bid figure, or, if they fail to do that, we probably can receive a bid very nearly as good as contemplated.

Under these circumstances, I would recommend that the supplementary proposal of the United Contracting Company be accepted.

Very truly yours,

_____

State Highway Engineer.

RAK:HI

4/2/20 (1)

Revised Est. Unit 2 on All-Concrete basis and at Ore Con Co's bid prices for Unit 1. 18' wide

| | | | | |
|---|---|---|---|---|
| 8,550 | Sq. Yds. | Conc Pav | 2.30 | $ 19,665.- |
| 1,900 | " | Prep Subgrade | .06 | 114.- |
| 3,200 | Lin ft. | Exp Jts | .14 | 448.- |
| 3,100 | Lbs | Steel tie bars | .07 | 217.- |
| 4,200 | Lin ft. | Constructing in two strips | .10 | 420.- |
| 400 | Cu Yds. | Bor St or Cr Mat Should. | 2.50 | 1,000.- |
| | | | | $ 21,864.- |

cost per Sq. Yd $ 2.55 1/2

Comparison Concrete for Unit 1 & 2 — State Work for Units 3 & 4

| | |
|---|---|
| Unit 1 on Ore. Con Co bid | $ 35,446 |
| Unit 2 as above | 21,864 |
| Unit 3 at Eng Est less 15% | 28,220 |
| Unit 4 " " " " | 4,170 |
| | $ 89,700 |
| United Con Co bid Total | 95,166.10 |
| Saving | $ 5,466.10 |

Unit 3 Eng Est = $ 32,437.50 ÷ 1.15 = $ 28,220

" " United Con Co bid $ 25,781

Less all Bit mix. 20.190 = 5,591

Plus 4000 Bit. @ 6.00 aver. 24.000

29.591

Unit 4 — 479 2.50 ÷ 1.15 = 4170.

750 B@ 6" aver. = 4,500.-

Estimate Unit 2 on basis 18' width all Bit. and on United Con Co bid prices.

| | | | | |
|---|---|---|---|---|
| 1,900 | Sq yds | Concrete Shoulders | omit | |
| 200 | " " | Removal of old Pav. | .50 | 100.00 |
| 30 | Cu yds | Br St. or Ch. Gran. Sub. base | 3.37 | 101.10 |
| 2,500 | | Batches Bit. binder | | |
| 500 | | less over estimate | | |
| 500 | | less estimated saving % all bit. job | | |
| 1500 | | Batches | 4.10 | 6,150. |
| 7,600 | Sq yds | Bit. Wear. Surf. | | |
| 950 | " " | Add for 2' widening | | |
| 8,550 | " " | | 1.06 | 9,063. |
| Add - 400 | | Batches Bit. Base Mix for base under 2' widening at price in bid on Unit 3 | 4.20 | 1,680 |
| 400 | Cu yds | Br St or Cr Gran Shoulders | 3.23 | 1,292 |
| | | Total | | $18,386.10 |

for 8550 Sq yds = $2.15 per Sq yd.

---

Comparison Concrete Unit 1 - Bit (United Con Co) Units 2, 3 & 4

| | | |
|---|---|---|
| Unit 1 | on Ore. Con Co bid | $35,446.- |
| Unit 2 | as above | 18,386.10 |
| Unit 3 | on United Con Co bid | 25,781.- |
| Unit 4 | " " " | 3,825.- |
| | | $83,438.10 |
| | Total United Con Co bid | 95,166.10 |
| | Saving. | $11,728.- |

(3)

4/2/25

Ore. Con. Co's bid Unit 1 $ 35,446 for 13200 Ag yds = $2.69 per Ag yd Gross
United Con Co: bid Unit 2 26,810 for 9,500 " " = 2.82½ " " Gross
United Con Co bid Unit 2 26,810 less correction for 500 batches
hinder 7c overestimate 2050 7600/1900
24,760 for 9500 Ag yds = 2.61 per Ag yd Gross

United Con Co bid Unit 1 38,750.
Ore. Con Co " " 1 35446

Diff. $ 3,304

United Con Co bid Unit 2 26,810.
Apparent cost of Unit 2 at
Ore Con Co's gross bid rate
on Unit 1 25,555

Diff. 1,255

$ 4,559.

FORM 5 35783 10M-5-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

09122

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM April 2, 1925

Members of the Highway Commission.

Gentlemen:

I had a conference today with Mr. R. D. Hoyt, President of the United Contracting Company. As you will recall, they were the low bidders on the St. Joseph-McMinnville-Tillamook Junction paving project on the basis of 7 inch concrete 18 feet wide between St. Joseph and McMinnville and the combination type bituminous resurfase and 2 feet concrete shoulders on the McMinnville-Tillamook Junction Section. This project also included paving between Tillamook Junction and Sheridan and some patching within the city of McMinnville. The total amount of their bid on this work was $95,166.10.

An examination of the proposals discloses that the Oregon Contract Company for concrete pavement were $3,500.00 less than the United Contracting Company, and it appeared that the price for Unit 2 for the combination type was excessively high and that it would be cheaper to lay an 18 foot concrete pavement on the McMinnville-Tillamook Junction Section rather than the combination type. Accordingly, I recommended to you that bids be rejected and the project readvertised.

The United Contracting Company, however, today called and after discussion of the project with them, they made the offer which is attached hereto which provides, in brief, for the elimination of the concrete shoulders on the McMinnville-Tillamook Junction Section, making the job a bituminous resurfacing job, widening the present 16 foot pavement to 18 feet. This is similar construction to that which was used on the Rex-Tigard Road and which has proved very satisfactory. Their unit bid price on bituminous surface and bituminous base mix to apply as other incidental items on both Units 2 and 3.

On Unit 1, they ask the privilege of accepting the contract at the prices bid by the Oregon Contract Company for concrete pavement, which would mean a total saving on the job of $11,728.00. This is made up in part by a reduction in the quantity of bituminous surface mix of approximately 500 cubic yards, which would not be necessary if concrete shoulders are not used.

In addition, there is some advantage to us in that the patching to be done on Unit 8 probably can be done cheaper by them with a larger plant than we could handle it ourselves with a small repair plant. Also we expect our own plants will be very busy during the entire season. Of course, in considering this reduction, it will be understood that instead of the 20 foot pavement with 2 foot concrete shoulders on each side on Unit 2, 0.8 miles in length, we will have a bituminous pavement 18 feet wide, but I think the latter will be very satisfactory.

I have taken this matter up with Mr. Purcell in a tentative way and will have a conference with one of his representatives tomorrow to go into the matter in more detail.

I might add that in the event the United Contracting Company do not elect to take Unit 1, I am quite sure that the Oregon Contract Company will still take it at their original bid figure, or, if they fail to do that, we probably can receive a bid very nearly as good on readvertisement.

Under these circumstances, I would recommend that the supplementary proposal of the United Contracting Company be accepted.

Very truly yours,

Roy A. Klein

State Highway Engineer.

RAK:EI

COPY

Salem, Oregon,
April 2, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:

As an alternate proposal, and supplementing our bid of March 27 on the surfacing of the St. Joseph-McMinnville Section and McMinnville-Tillamook Junction Section, designated as Units 1 and 2, we respectfully offer to construct Unit No. 2 with the elimination of the concrete shoulders and on the basis of a bituminous resurface job either 18 or 20 feet wide, the unit prices in our proposal of March 27 to govern.

On Units Nos. 3 and 4, we propose to do the work without any change in unit prices.

As to Unit 1, we desire the privilege and option of accepting the contract at the prices bid by the Oregon Contract Company and will give you a definite answer on this project within the next three days.

Very truly yours,

UNITED CONTRACTING COMPANY

By (sgd) R. D. HOYT
Pres.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING.
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

March 30, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon 122, St. Joseph-Tillamook Junction Section of the West Side Highway, 1.908 miles paving.

In the estimate submitted March 26, it is noted that a length of 2.045 miles was used, together with the maximum amount of Federal aid per mile. In checking over the plans, it is found that the correct length of this project is 1.908 miles, and at the maximum amount of Federal aid per mile would mean that $34,994.66 could be allotted as Federal aid. The estimate has been revised accordingly. In arriving at 2.045 miles, it is evident that the non-participating structure over the north Yamhill river was included.

In making up estimate on which to base preparation of the Project Agreement, it is requested that the correct mileage be used.

Very truly yours,

C. H. Purcell
District Engineer

(Endorse only plans, bids or bonds for approval)

OR 122

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

March 25, 1926

Gentlemen:

Herewith we are enclosing six copies of estimate, and four copies of unit price analyses on the Tillamook-St. Joseph Section, Oregon Project No. 122.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By S. H. Probert
Office Engineer

Dict. by J.W.DuBoumail
Enc

cc

...WAY DEPARTMENT — PROJECT NO. 122

Tillamook Junction-St. Joseph Section of the West Side Pacific Highway in Yamhill County.

(Estimate with plans. Not as basis for agreement)

Salem, Oregon, March 26, 1929

ST JOSEPH SECTION

| | | | | |
|---|---|---|---|---|
| 16,000 | Sq. yds. | Preparation of Subgrade | .04 | 640.00 |
| 13,200 | Sq. yds. | Cement Concrete Pavement | 2.35 | 30,756.00 |
| 4,800 | Lin.Ft. | Expansion Joints | .15 | 720.00 |
| 6,500 | Lin.Ft. | Longitudinal Joint | .15 | 975.00 |
| 4,700 | Lbs. | Steel Tie Bars | .05 | 235.00 |
| 800 | Lin.Ft. | Concrete Curb | .50 | 180.00 |
| 750 | Cu.yds. | Shoulders | 2.65 | 1,987.50 |
| 1,500 | Lin.Ft. | Paving in Two Strips | .25 | 375.00 |

NEWBERG-SOUTH SECTION

| | | | | |
|---|---|---|---|---|
| 1,900 | Sq.Yds. | Concrete Shoulders | 3.35 | 6,327.00 |
| 200 | Sq. yd. | Removal old Pavement | .50 | 100.00 |
| 30 | Cu.yds. | Stone or Gravel Sub-Base | 3.25 | 97.50 |
| 2,500 | Batches | Bituminous Binder | 3.60 | 9,000.00 |
| 7,600 | Sq. yds. | Bituminous Wearing Surface | 1.20 | 9,120.00 |
| 400 | Cu.yds. | Shoulders | 3.50 | 1,400.00 |
| | | | Sub-Total | 61,832.00 |
| | | | 10% Engr. & Cont. | 6,182.00 |
| | | | Total | 68,014.00 |

Length of Project 2.045

Cost per mile $33,331.54

State Funds Available 30,807.02

Federal Aid Requested 37,500.98 (18,341.02 per Mile)

$ 68,014.00

FR 122

February 17, 1926

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon

Gentlemen:

Herewith we are enclosing four copies of project statement cover the St.Joseph and Tillamook Junction Sections of the West Side Pacific Highway thru Yamhill County. We have assigned No. 122 to this project.

It is probable that the State Highway Commission will desire to receive bids on the work at the March meeting.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeCoursey:L
Enc.

cc

STATE Oregon

PROJECT NO. 122
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) February 16, 1925

*The Secretary of Agriculture,*
*Washington, D. C.*

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road St. Joseph - Tillamook Junction Section

2. Between control points of official description: Portland and Corvallis

3. Between intermediate control points if used: St. Joseph and Tillamook Hwy. Jct.

County of Yamhill

4. Length in miles (gross) 4.34 (net) 3.1

5. Preliminary estimate of cost: Total, $ 60,000.00; section of road to be first improved, $ 60,000.00

of which $ - is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Sufficient to insure completion. (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—5073

PROJECT NO.
STATE

Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Resolution of August 17, 1917; Chapter 257, Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks: Project covers paving on St. Joseph undercrossing section and reconstruction of pavement on McMinnville-Tillamook Hwy. Junction Section.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 5—5073

B.R 122

ST. JOSEPH-TILLAMOOK JUNCTION SECTION

BID FOR WORK ON UNIT NO. 1.

| Item No. | Item | | | Unit Price | Amount |
|---|---|---|---|---|---|
| 1. | Preparation of Subgrade | 16,000 | Sq.yd | $ .04 | $ 640.00 |
| 2. | Portland Cement Concrete Pvmt. | 13,200 | Sq.yd. | 2.33 | 30,756.00 |
| 3. | Expansion Joints | 4,800 | Lin.ft | .15 | 720.00 |
| 4. | Longitudinal Joint | 6,500 | Lin.ft | .15 | 975.00 |
| 5. | Steel Tie Bars | 4,700 | Lbs. | .05 | 235.00 |
| 6. | Concrete Curb | 200 | Lin.ft. | .50 | 100.00 |
| 7. | Broken Stone or Grav. Shldrs. | 750 | Cu.Yds | 2.65 | 1,987.50 |
| 8. | Constructing Pvmt. in Two Strips | 1,500 | Lin.ft. | .25 | 375.00 |
| | Total Bid for Unit No. 1 | | | | $ 35,788.50 |

BID FOR WORK ON UNIT NO. 2.

| | | | | | |
|---|---|---|---|---|---|
| 9. | Concrete Shoulders | 1,900 | Sq.yd | 3.33 | $ 6,327.00 |
| 10. | Removal of Old Pavement | 200 | Sq.yds | .50 | 100.00 |
| 11. | Broken Stone or Cr. Grav. Subbase | 30 | Cu.yds | 3.25 | 97.50 |
| 12. | Bituminous Binder Course | 2,500 | Batches | 3.60 | 9,000.00 |
| 13. | Bituminous Concrete Wearing Surf. | 7,600 | Sq.yds | 1.20 | 9,120.00 |
| 14. | Broken Stone or Gravel Shldrs. | 400 | Cu.yds | 3.50 | 1,400.00 |
| | Total Bid for Unit No. 2 | | | | $ 26,044.50 |

BID FOR WORK ON UNIT NO. 3.

| | | | | | |
|---|---|---|---|---|---|
| 15. | Removal of Old Pavement | 500 | Sq.yds | .50 | $ 250.00 |
| 16. | Broken Stone or Cr. Grav.Subbase | 50 | Cu.yds | 3.25 | 162.50 |
| 17. | Bituminous Base Mixture | 500 | Batches | 4.45 | 2,225.00 |
| 18. | Standard Bit. Surf. Mixture | 1,500 | Batches | 6.65 | 9,975.00 |
| 19. | Fine Bituminous Surf. Mixture | 2,000 | Batches | 7.10 | 14,200.00 |
| 20. | Broken Stone or Cr. Grav. in Shoulders | 750 | Cu.yds | 3.50 | 2,625.00 |
| 21. | Hauling Mixture | 16,000 | Bat.Mi. | .15 | 2,400.00 |
| 22. | Hauling Broken Stone or Cr. Grav | 3,000 | yd.mi. | .20 | 600.00 |
| | Total Bid for Unit No. 3 | | | | $ 32,437.50 |

## BID FOR REPAIRING PAVEMENTS IN McMINNVILLE

| Item No. | Item | | Unit Price | Amount |
|---|---|---|---|---|
| 23. | Bituminous Base Mixture | 150 Batches | $ 4.45 | $ 667.50 |
| 24. | Standard Bituminous Surface Mixture | 300 Batches | 6.65 | 1,995.00 |
| 25. | Fine Bituminous Surface Mixture | 300 Batches | 7.10 | 2,130.00 |
| | Total Bid for Repairing Pavements in McMinnville | | | $ 4,792.50 |

# BID PRICE ANALYSIS

## TYPE "D" PAVEMENT

Section Paulus Corner- Sheridan
County Yamhill
Date of Bids March 27,1925
Width _____ Thickness _____ Base _____ Top x On Batch Basis

| | Asphalt Ton | Filler Ton | Sand Cu.yd | cu.yds |
|---|---|---|---|---|
| Cost at Origin (f.o.b.net). . . . . | | | | |
| Quarry,crush,screen,etc. . . . . | | | | |
| Freight . . . . . | | | | |
| Haul (miles f.o.b.to plant) . . . . | | | | |
| Load,haul,dump,etc., . . . . . | | | | |
| Total . 3 . 4 . . . . . | | | | |
| Loss in Handling . . . . . | | | | |
| Total . . . . . | | | | |
| Quantity per 1000 lb. batch . . . . | | | | |
| Cost of mtls. per batch . . . . . | | (See Sheet 1 ) | | |

Material and Manipulation Costs Converted to sq.yds of pavement.

Source of Asphalt _____
Source of Filler _____
Source of Sand _____
Source of course agg. _____
Set up of plant _____
Estimate made by _____
Estimate data by _____
Date _____
Remarks _____

| | |
|---|---|
| Mixing per batch . . . . . | 2.17 |
| Haul ( 2 Mi. @ 20-15¢ per batch) . . . . . | .25 |
| Total . . . . . | .35 |
| Average pull . . . . 5. . . . . | 2.77 |
| Cost per square yard . . . . . | - |
| Place, roll,headers, etc. . . . . | 1.50 |
| Seal coat . . . . . | .50 |
| Equip.,overhead, etc.. . . . . | 1.00 |
| Total . . . . . | 5.77 |
| 15% profit . . . . . | .88 |
| Estimated bid price . . . . . | 6.65 |

# UNIT PRICE ANALYSIS

## TYPE "D" PAVEMENT

Section Paulus-Sheridan
County Yamhill
Date of Bids March 27, 1925
Width _____ Thickness _____ Base _____ Top x Fine Mix. on Batch Basis

| | Asphalt Ton | Filler Ton | Sand Cu.yd | cu.yds |
|---|---|---|---|---|
| Cost at Origin (f.o.b.net) | | | | |
| Carry, crush, screen, etc. | | | | |
| Freight | | | | |
| Haul (miles f.o.b. to plant) | | | | |
| Load, haul, dump, etc. | | | | |
| Total | | | | |
| Loss in Handling | (See Sheet 1) | | | |
| Total | 27.45 | 6.75 | 2.66 | 2.56 |
| Quantity per 1000 lb. batch | .05 | .03 | 0.2 | 0.18 |
| Cost of mtls. per batch | 1.373 | .202 | .532 | .461 |

Material and Manipulation Costs Converted to sq.yds of Pavement.

| | |
|---|---|
| | 2.567 |
| Mixing per batch | .25 |
| Haul (2 Mi. @ 20-15 per batch) | .35 |
| Total | 3.17 |
| Average pull 10 | |
| Cost per square yard | |
| Place, roll, headers, etc. | 1.50 |
| Seal coat | .50 |
| Equip., overhead, etc. | 1.00 |
| Total | 6.17 |
| 15% profit | .93 |
| Estimated bid price | 7.10 |

Source of Asphalt _____
Source of Filler _____
Source of Sand _____
Source of course agg. _____
Set up of plant _____
Estimate made by _____
Estimate data by _____
Date _____
Remarks _____

# UNIT PRICE ANALYSIS

## TYPE "D" PAVEMENT

Section Paulis-Sheridan
County Yazoo
Date of Bids March 27, 1925
Width _____ Thickness _____ Base x _____ Top _____ On Batch Basis

| | Asphalt Ton | Filler Ton | Sand Cu.yd | cu.yds |
|---|---|---|---|---|
| Cost at Origin (f.o.b.net). . . . . | | | | |
| Quarry,crush,screen,etc. . . . . | | | | |
| Freight . . . . . | | | | |
| Haul (miles f.o.b.to plant) . . . . | | | | |
| Load,haul,dump,etc., . . . . . | | | | |
| Total . . . . . | | | | |
| Loss in Handling . . . . . | | | | |
| Total . . . . . | | | | |
| Quantity per 1000 lb. batch . . . . | | | | |
| Cost of mtls. per batch . . . . . | (See Sheet 2) | | | |

Material and Manipulation Costs Converted to sq.yds of pavement. 1.77

Source of Asphalt _____
Source of Filler _____
Source of Sand _____
Source of course agg. _____
Set up of plant _____
Estimate made by _____
Estimate data by _____
Date _____
Remarks _____

| | |
|---|---|
| Mixing per batch . . . . . | .25 |
| Haul (2 Mi. @ 20-15 per batch) . . . . . | .35 |
| Total . . . . . | 2.37 |
| Average pull . . . . . | |
| Cost per square yard . . . . . | |
| Place, roll,headers, etc. . . . . | 1.00 |
| Seal coat . . . . . | -- |
| Equip.,overhead, etc.. . . . . | .50 |
| Total . . . . . | 3.87 |
| 15% profit . . . . . | .58 |
| Estimated bid price . . . . . | 4.45 |

# UNIT PRICE ANALYSIS

## CONCRETE PAVEMENT

Section McMinnville-Paulus Corner

County Yamhill

Date of Bids 3/27/25

Width 2' Thickness 8" Mix 1-2-3

| | Cement Bbl. | Sand cu.yd. | Cr. Gravel cu.yd. |
|---|---|---|---|
| Cost at origin (f.o.b. net) | 2.50 | 1.50 | 1.25 |
| Quarry, crush, screen, etc.. . | -n- | - - | - - |
| Freight . . . . . | .40 | .78 | .84 |
| Handling Length of haul(f.o.b.to plant . . . . . | 1.0 Mi | 1 1/2 | 1 1/2 |
| Load, haul, dump, etc.. . . | .10 | .35 | .35 |
| Total . . . . . | 3.00 | 2.88 | 2.79 |
| Loss in handling. . . . . | .15 | .14 | .14 |
| Total quan. per cu.yds conc. | 3.15<br>1.67 | 3.02<br>.50 | 2.93<br>.74 |
| Cost of mtls.per cu.yd.conc. | 5.26 | 1.51 | 2.17 |

Material and manipulation Costs Converted to Square Yards of Pavement.

| | |
|---|---|
| Mixing per cu.yd. . . . . | 8.94 |
| Place, forms, etc.cu.yd. . . . | .40 |
| Total. . . . . | 1.00 |
| C..yds.conc. per sqyd pavem.. | 10.34 |
| Cost per sq.yd .. . . . . | .222 |
| Expansion Joints | 2.30 |
| Finish, cure.etc, . . . . . | .05 |
| Reinf. Steel- | .07 |
| Equipment, overhead, etc.(sqyd) | .21 |
| Prep. Subgrade | .20 |
| Total . . . . . | .07 |
| 15% Profit . . . . . | 2.90 |
| Estimated Bid Price . . . . . | .43 |
| | 3.33 |

Source of cement Oswego

Source of sand N. Salem

Source of course agg. - -

Estimate made by W. D. C

Estimate data by

Date 3/24/25

Remarks 1900 Sq.yds

# UNIT PRICE ANALYSIS

## TYPE "F" PAVEMENT

Section McMinnville-Paulus Corner
County Yamhill
Date of Bids 3/27/25
Width 16' Thickness 2" Base - Top 2"

| | Asphalt Ton | Filler Ton | Sand Cu.yd. | Cu.Yds. |
|---|---|---|---|---|
| | Bbls | | | |
| Cost at Origin (f.o.b.net). . . . . | 17.00 | 3.25 | 1.50 | 1.25 |
| Quarry, crush, screen, etc. . . . . | - - | - - | - - | - - |
| Freight 2105# per ton @ .33 . . . . . | 6.95 | 3.00 | .78 | .84 |
| Haul (miles f.c.b. to plant) . . . . . | - - | | - - | - - |
| Handling Load, haul, dump, etc., . . . . . | 1.00 | .50 | .25 | .35 |
| Total . . . . . | 24.95 | 6.75 | 2.53 | 2.44 |
| 10% loss in handling . . . . . | 2.50 | - | .13 | .12 |
| Total . . . . . | 27.45 | 6.75 | 2.66 | 2.56 |
| Quantity per 1000 lb. batch . . . . . | .0388 | .02 | .168 | .205 |
| Cost . . . . . | 1.065 | .135 | .446 | .525 |

Material and Manipulation Costs Converted to sq. yds. of pavement

Source of Asphalt Richmond
Source of Filler Morgan
Source of Sand West Salem
Source of course agg. West Salem
Set up of plant McMinnville
Estimate made by W. D. C.
Estimate data by -
Date 3/24/25
Remarks 7,600 sq.yds

| | |
|---|---|
| Mixing per batch . . . . . | 2.17 |
| Haul (1½ mi. @ 20¢ per batch) . . . | .25 |
| Total . . . . . | .30 |
| Average pull . . . . . 4.2 . . . . | 2.72 |
| Cost per square yard . . . . . | - |
| Place, roll, headers, etc. . . . . | .65 |
| Seal coat. . . . . | .15 |
| Equip., overhead, etc. . . . . | .05 |
| | .20 |
| | 1.05 |
| 15 % profit. . . . . | .15 |
| Estimated bid price . . . . . | 1.20 |

# UNIT PRICE ANALYSIS

## TYPE "F" PAVEMENT

Section McMinnville-Paulus Cor.
County Yamhill
Date of Bids 3/27/25
Width _____ Thickness _____ Base x Top _____ On Batch Basis

| | Asphalt Ton | Filler Ton | Sand Cu.Yds. | Cu.Yds. |
|---|---|---|---|---|
| Cost at Origin (f.o.b.mat) | | | | |
| Quarry, crush, screen, etc. | | | | |
| Freight | | | | |
| Haul (miles f.o.b. to plant) | | | | |
| Load, haul, dump, etc., | | | | |
| Total | | | | |
| 10% loss in handling | | (See Sheet (1)) | | |
| Total | 27.45 | 6.75 | 2.66 | 2.56 |
| Quantity per 1000 lb. batch | .025 | .01 | .194 | .194 |
| Cost | .685 | .068 | .516 | .497 |

Materials and Manipulation Costs Converted to sq. yds. of pavement

| | |
|---|---|
| | 1.766 |
| Mixing per batch | .25 |
| Haul (1½ mi. @ 20¢ per batch) | .30 |
| Total | 2.32 |
| Average pull 4.0 | - |
| Cost per square yard | |
| Place, roll, headers, etc. | .60 |
| Seal coat. | - |
| Equip., overhead, etc. | .50 |
| | 3.42 |
| 15 % profit. | .18 |
| Estimated bid price | 3.60 |

Source of Asphalt _____
Source of Filler _____
Source of Sand _____
Source of course agg. _____
Set up of plant _____
Estimate made by _____
Estimate data by _____
Date _____
Remarks _____

4 Each

# UNIT PRICE ANALYSIS

## CONCRETE PAVEMENT

Section St. Joe

County Yamhill

Date of Bids March 27, 1925

Width 18' Thickness 9" - 7" Mix 1-2-3-

| | Cement Bbl. | Sand cu.yd. | Gravel cu.yd. |
|---|---|---|---|
| Cost at origin (f.o.b. net) | 2.50 | 1.25 | 1.10 |
| Quarry, crush, screen, etc.. . | - - | - - | - - |
| Freight . . . . . | .40 | - - | - - |
| Length of haul(f.o.b.to plant . . . . . | 1/2 Mi. | 6.0 Mi. | 6.0 Mi. |
| Load, haul, dump, etc.. . . | .05 | 1.20 | 1.20 |
| Total . . . . . | 2.95 | 2.45 | 2.30 |
| Loss in handling. . . . . | .15 | - - | - - |
| Total quan. per cu.yds conc. | 3.10<br>1.67 | .50 | .74 |
| Cost of mtls, per cu.yd.conc. | 5.17 | 1.23 | 1.70 |

Materials and manipulation Costs Converted to Square Yards of Pavement.

| | |
|---|---|
| | 8.10 |
| Mixing per cu.yd. . . . . | .40 |
| Place, forms, etc.cu.yd. . . . . | .50 |
| Total. . . . . | 9.00 |
| Cu.yds.conc. per sqyd pavem.. | .2035 |
| Cost per sq.yd .. . . . | 1.83 |
| Finish, cure.etc, . . . . . | .05 |
| Equipment, overhead, etc.(sqyd) | .15 |
| Total . . . . . | 2.03 |
| 15% Profit . . . . . | .30 |
| Estimated Bid Price . . . . . | 2.33 |

Source of cement Oswego

Source of sand Dayton

Source of course agg. Dayton

Estimate made by J.D.C.

Estimate data by

Date 3/24/25

Remarks 13,200 sq.yds

CONTRACT #788,

SEE:

CONTRACT #787

SFF: Contract 787

CONTRACT #790,

SEE:

CONTRACT # 745

790 SEE: Contract 745

12

CONTRACT #791,

PR 121 Astoria-Svenson 1925-1927

791

#111-40 D
PR 121

April 22, 1927.

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 19th inst. in which you enclose three copies of form of affidavit of E. J. Jones, Secretary of the Brookfield Quarry and Tonnage Co. to the effect that there was an unpaid balance due and owing them from Simmons & Barby in the sum of $2,900.84 for services, labor and materials furnished to them in connection with their contract for the paving of the Astoria-Svenson Section of the Columbia River Highway.

Please be advised that we are today forwarding copies of this affidavit to the contractor and surety on his bond.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. R. Glaisyer
Chief Clerk.

JB

April 22, 1927.

The Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of affidavit by H. J. Jones, Secretary of the Brookfield Quarry and Tonnage Co. to the effect that there was an unpaid balance due and owing them from Simonsen & Hefty in the sum of $2,900.36, being for services, labor and materials furnished to Simonsen & Hefty in connection with their contract for the paving of the Astoria-Svensen Section of the Columbia River Highway.

This copy is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Simonsen & Hefty in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claisyer,
Chief Clerk.

JS
cc. Simonsen & Hefty,
936 Tillamook St.
Portland, Ore.

SECRETARY OF STATE

C. H. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

April 19, 1927.

APR 22 1927

State Highway Commission.

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

You are respectfully advised that we received and filed on the 16th inst., an affidavit by H. J. James Secretary of the Brookfield Quarry and Towage Co. to the effect that there was an unpaid balance due and owing them from Simonsen & Hefty, in the sum of $2,900.24 for services, labor and materials furnished to Simonsen & Hefty for the construction of 8.9 miles of concrete pavement on the Astoria-Svenson section of the Columbia River Highway in Clatsop County, Oregon, under contract No.791.

We are enclosing a copy of this affidavit for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing for your attention, a copy of the letter received from the Brookfield Quarry and Towage Co. in which they request a copy of the contract and bond of Simonsen & Hefty.

Kindly acknowledge receipt of the above copies in due course, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

H/L

COPY

BROOKFIELD QUARRY AND TOWAGE CO.
Waterfront, at 32nd Street,
Astoria, Oregon.

April 15, 1927.

Hon. Sam Kozer, Secretary of State
and
State Highway Commission,
Salem, Oregon.

Gentlemen:

Inclosed we are sending you affidavit of H. J. James, Secretary of the Brookfield Quarry & Towage Company to the effect that there is now an unpaid balance in our favor amounting to $2900.24 against Simonsen & Hefty, road contractors, who built the Astoria-Svenson highway last year under contract number 791. Will you please file this affidavit in your office, and advise us of the filing date thereof, and furnish us with a copy of the contract and bond of Simonsen & Hefty for the purpose of instituting an action thereon.

Very truly yours,

BROOKFIELD QUARRY AND TOWAGE CO.

By: H. J. James

Enc:

STATE OF OREGON )
( ss.
County of Clatsop )

I, H. J. Jones, of lawful age being first duly sworn, depose and say that I am the Secretary of the Brookfield Quarry & Towage Company, an Oregon corporation, and that I am making the within affidavit for and on behalf of said Brookfield Quarry & Towage Company, and that I have personal knowledge of the facts in this affidavit alleged.

That between about the first day of March, 1926 and November 15, 1926, the Brookfield Quarry & Towage Company, at the special instance and request of Simonsen & Hefty supplied services, labor and materials to said Simonsen & Hefty for the prosecution of the construction of 8.9 miles of concrete pavement on the Columbia River highway, Clatsop county, Oregon, called the Astoria-Svenson section, and more particularly designated in contract number 791, which said contract was entered into between the said Simonsen & Hefty and the State of Oregon under date of April 23, 1925, as per itemized statements and bills hereto attached and made a part of this affidavit, in the total amount of $59,768.40.

That thereafter and between about the 24th day of April, 1926 and the 16th day of December, 1926, said Simonsen & Hefty paid to said Brookfield Quarry & Towage Company on account of said services, labor and materials so furnished as aforesaid, in varie s installments, the total sum of $56,614.41, and the account of said Simonsen & Hefty is entitled to be credited with the three credit items amounting to $273.75, leaving a balance due and owing from said Simonsen & Hefty to the Brookfield Quarry & Towage Company amounting to $2900.24, payment of which has been demanded by the Brookfield Quarry & Towage Company of and from said Simonsen & Hefty at various occasions, but payment of which has not been made by them and has been refused.

H. J. Jones.

Subscribed and sworn to before me this 15 day of April, 1927.

Chas. Winkle.
(Seal) NOTARY PUBLIC FOR OREGON.

My commission expires Feb. 5, 1928.

(NOTE- The detailed statements and bills referred to in the above affidavit have not been copied and attached hereto, due to the length of same.)

ENDORSED:

File No. 599.

Filed April 15, 1927. [illegible], Secretary of State.

#791-40.D
PR 121

April 16, 1927

Simpson & Duffy, Contractors,
928 Tillamook Street,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from The Brookfield Quarry and Dredge Co., Astoria, Oregon, notice of their claim against you in the sum of $2900.24, it being for materials and services rendered you in connection with your contract for the paving of the Astoria-Svensen section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
E. B. Slattery,
Chief Clerk

EBS:b

April 16,1927

Brookfield Quarry and Towage Co.,
Waterfront at 32nd Street,
Astoria, Oregon.

Attention H. J.James

Gentlemen:

Receipt is acknowledge of your letter of the 15th inst. in which you enclose statement of your claim against Simonsen & Hefty, highway contractors, for materials and services rendered them in connection with their contract for the paving of the Astoria-Svensen section, amounting to $2900.24.

In conformance with our usual practice, we are today calling this matter to the attention of Simonsen & Hefty and also to the Aetna Casualty & Insurance Company who appear as surety on the bond furnished by Simonsen & Hefty in this instance.

We would suggest that you also file notice of your claim with the bonding company; local agents for whom are Bates, Lively & Pearson, Yeon Building, Portland.

Responding to your request we mail you herewith certified copy of the contract and bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B.Claiayer
Chief Clerk

HBC:L
Enc.

April 16, 1927

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from Brookfield Quarry and Towage Co., Astoria, Oregon, notice of their claim against Sinonsen & Hefty, amounting to $2900.24, being for materials and services rendered Sinonsen & Hefty in connection with their contract for paving on the Astoria-Svensen section, State Highway Contract 791.

This information is given you as you appear as surety on the bond of Sinonsen & Hefty.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:L

...AND SAND
CEMENT

DOMESTIC AND SMITHING COAL

BUILDERS' SUPPLIES

# BROOKFIELD QUARRY AND TOWAGE CO.

WATERFRONT, AT 32ND STREET

PHONE 859

9 3 8 7 1 1 - A 27

April 15th, 1927
ASTORIA, OREGON.

Hon. Sam Kozer, Secretary of State
and
State Highway Commission,
Salem, Oregon.

Gentlemen:

Inclosed we are sending you affidavit of H. H.J.James, Secretary of the Brookfield Quarry & Towage Company to the effect that there is now an unpaid balance in our favor amounting to $2900.24 against Simonsen & Hefty, road contractors, who built the Astoria-Svenson highway last year under contract number 791. Will you please file this affidavit in your office, and advise us of the filing date thereof, and furnish us with a copy of the contract and bond of Simonsen & Hefty for the purpose of instituting an action thereon.

Very truly yours,

BROOKFIELD QUARRY AND TOWAGE CO.

BY: H. J. James

Enc:

#791

STATE OF OREGON )
( ss.
County of Clatsop)

I, H. J. James, of lawful age being first duly sworn, depose and say that I am the Secretary of the Brookfield Quarry & Towage Company, an Oregon corporation, and that I am making the within affidavit for and on behalf of said Brookfield Quarry & Towage Company, and that I have personal knowledge of the facts in this affidavit alleged.

That between about the first day of March, 1926 and November 18, 1926, the Brookfield Quarry & Towage Company, at the special instance and request of Simonsen & Hefty supplied services, labor and materials to said Simonsen & Hefty for the prosecution of the construction of 8.9 miles of concrete pavement on the Columbia River highway, Clatsop county, Oregon, called the Astoria-Svenson section, and more particularly designated in contract number 791, which said contract was entered into between the said Simonsen & Hefty and the State of Oregon under date of April 23, 1925, as per itemized statements and bills hereto attached and made a part of this affidavit, in the total amount of $59,788.40.

That thereafter and between about the 24th day of April, 1926 and the 16th day of December, 1926, said Simonsen & Hefty paid to said Brookfield Quarry & Towage Company on account of said services, labor and materials so furnished as aforesaid, in various installments, the total sum of $56,614.41, and the account of said Simonsen & Hefty is entitled to be credited with the three credit items amounting

to $873.75, leaving a balance due and owing from said Simonsen & Hefty to the Brookfield Quarry & Towage Company amounting to $2900.24, payment of which has been demanded by the Brookfield Quarry & Towage Company of and from said Simonsen & Hefty at various occasions, but payment of which has not been made by them and has been refused.

E. J. Ghrne

Subscribed and sworn to before me this 15 day of April, 1927.

Chas Kirkhola
NOTARY PUBLIC FOR OREGON.

My commission expires: _____

STATEMENT

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

BUILDING MATERIAL AND COAL

WATERFRONT AT 32ND ST.

ASTORIA, OREGON. April 1, 1927

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

ER
N TILE, ETC.

State Highway Contract - Astoria-Svensen Paving

| | | | | |
|---|---|---|---|---|
| 1926 | | | | |
| June | 12 | | 36.20 | 7.80 |
| Aug. | 4 | | 20.90 | 3.80 |
| " | 31 | | 786.75 | 32.80 |
| Nov. | 12 | | 456.50 | 4.00 |
| " | 12 | | 18.75 | 38.30 |
| Dec. | 21 | | 1,95.00 | |
| " | 21 | | 60.00 | |
| 1927 Jan. | 17 | | 126.80 | |
| " | 17 | 57 | 573.31 | |
| Apr. | 1 | | 100.00 | |
| " | 1 | | 290.00 | |
| " | 1 | | 97.19 | |
| " | 1 | | 25.00 | |
| | | | 59788.40 | |

| | | | | |
|---|---|---|---|---|
| Apr. | 24 | - By Cash | 908.25 | |
| May | 17 | - " " | 2612.22 | |
| June | 14 | - " " | 6006.98 | |
| Aug. | 5 | - " " | 3699.01 | |
| " | 12 | - " " | 185.00 | |
| " | 19 | - " " | 6709.90 | |
| Sept. | 16 | - " " | 9926.76 | |
| Oct. | 14 | - " " | 8070.90 | |
| Nov. | 17 | - " " | 7833.60 | |
| Dec. | 16 | - " " | 10659.79 | |
| " | 31 | - Cr. Memo. | 60.00 | |
| " | 31 | - " " | 18.75 | |
| " | 31 | - " " | 195.00 | |
| | | | 56888.10 | |
| | | | 2900.24 | |

e accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE June 12, 1926

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

Sundry items per your letter of this date:-

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Svensen Road Repairs - | 4 | Yds. | Rock | @ | $1.90 | per yd. | $ 7.60 |
| Private Road Repairs - | 2 | " | " | @ | 1.90 | " " | 3.80 |
| Astoria | 12 | " | " | @ | 1.90 | " " | 22.80 |
| Private Road Repairs - | 4 | " | Sand | @ | 1.00 | " " | 4.00 |
| | | | | | | | $38.20 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE August 4, 1926

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

Sundry items per your letter of this date:-

Private Road Repairs - 11 Yds. Rock @ $1.90 per yd. $20.90

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

BUILDING MATERIAL AND COAL

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE August 31, 1926

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

Delivery Charge for material put through Svensen Bunker by our Digger, in excess of amount agreed upon:-

| | | |
|---|---|---|
| Crushed Rock | 4867.8 | Yds. |
| Sand | 5279.2 | " |
| | 10147 | Yds. |
| Deduct amount agreed upon for which no charge would be made | 7000 | " |
| Excess | 3147 | Yds. @ 25¢ Yd. $786.75 |

State Highway Contract - Astoria-Svensen Section

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

BUILDING MATERIAL AND COAL

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE November 12, 1926

Simonsen & Hefty
R. F. D. 2
City.

Charges incurred in connection with the sinking of Scowload Crushed Rock November 7:-

| | | |
|---|---|---|
| 335 Yds. Rock | @ $1.90 per yd. | $446.50 |
| Digger working on recovery of Rock and assisting to raise Scow | | 75.00 |
| Towing Digger to and from John Day | | 30.00 |
| | | $551.50 |
| Less 50 Yds. Rock recovered by Digger | @$1.90 Yd. | 95.00 |
| | | $456.50 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE November 12, 1926

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

| | |
|---|---|
| Digging out at unloading site at John Day to improve berthage of Scows - 2 hrs. @ $9.375 per hr. | $18.75 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE December 21, 1926

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

Estimate of Crushed Rock and Sand left on ground and in bunker at John Day on conclusion of State Highway Contract:-

| | | | | |
|---|---|---|---|---|
| 50 | Yds. | Crushed Rock | @ $1.90 per yd. | $ 95.00 |
| 100 | " | Sand | @ 1.00 " " | 100.00 |
| | | | | $195.00 |

Per estimate of A. J. Olson, State Highway Engineer and agreed to by Andrew Simonsen

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE December 21, 1936

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

| | |
|---|---|
| Nov. 9 - Launch "Brookfield" pumping out Scow following its sinking at John Day | $20.00 |
| Repairing Scow: Labor & Material | 40.00 |
| | $60.00 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

STATEMENT

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

BUILDING MATERIAL AND COAL

WATERFRONT AT 32ND ST.

ASTORIA, OREGON January 17, 1927

Simonsen & Hefty

938 Tillamook Street

Portland, Oregon

| Date | Batches | Miscellaneous Items Chargeable Rock | Sand | | |
|---|---|---|---|---|---|
| May 17 | | 2 | | Bunker Road | |
| 21 | | 4 | | Svensen Road - Repair | |
| 24 | 3 3/5 | | | Lost on Road | |
| June 3 | 1 | | | Repairs | |
| 5 | | 4 | | Svensen Road - Repair | |
| 9 | 1 | | | " " - " | 737.18 |
| 14 | 1 | | | " " - " | |
| July 12 | 1 | | | John Day Bunker Repair | |
| 28 | 1 | | | Lost on Road | |
| Aug. 4 | 1 | | | " " " | 836.13 |
| 12 | | | 2 | " " " | 573.31 |
| 19 | | | 1 | John Day Bunker Road | |
| 27 | 4 | | | " " " " | |
| 30 | 3/5 | | | Lost on Road | |
| Sept. 5 | 3/5 | | | " " " | |
| 13 | 1 | | | Bunker Road - Repairs | |
| 29 | 1 4/5 | | | Wasted at Mixer | |
| 30 | 1 | | | " " " | |
| Oct. 4 | 2/5 | | | " " " | |
| 14 | | 3 | | John Day Bunker Road | |
| 21 | | | 1 | Wasted at Mixer | |
| 26 | | | 1 | Private Road | |
| 30 | | 1 | | Bunker Road | |
| 30 | | | 40 | Camp Ground | |
| Nov. 10 | 3/5 | | | Lost | |
| 10 | | | 2 1/2 | Highway to Cement Storage | |
| 10 | | 1 | 1 | Camp Yard | |
| 10 | 3/5 | | | Wasted at Mixer | |
| 11 | | 1 | | John Day Bunker Road | |
| 11 | | 3 | | " " " " | |
| 12 | | 6 | | Sold to F. C. Green | |
| 18 | 1 3/5 | | | Wasted | |
| | 21 4/5 | 25 | 48 1/2 | | |
| | | 12 | 8 | | |
| | | 37 | 56 1/2 | | |

37 Yds. Crushed Rock @ $1.90 per cu. yd. $ 70.30

56½ " Sand @ 1.00 " " " 56.50

$126.80

Per records of Highway Engineer's Department.

Interest charged at 8% per annum on all accounts past due.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

BUILDING MATERIAL AND COAL

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET
ASTORIA, OREGON

DATE January 17, 1927

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

Per Engineer's Final Estimate -
Astoria-Svensen Highway Contract.

| | | | | |
|---|---|---|---|---|
| Crushed Rock | | | | |
| Base | 1998.11 | | | |
| Tile | 583. | | | |
| Pavement | 15175.3 | | | |
| | 17756.41 cu.yds. | @ | $1.90 per cu.yd. | $33,737.18 |
| Sand | | | | |
| Sub Base | 13719.23 | | | |
| Pavement | 10116.9 | | | |
| | 23836.13 cu.yds. | @ | 1.00 " " " | 23.836.13 |
| | | | | $57.573.31 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

BUILDING MATERIAL AND COAL

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
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DATE January 17, 1927

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

Per Engineer's Final Estimate -
Astoria-Svensen Highway Contract.

| | | | | |
|---|---|---|---|---|
| Crushed Rock | | | | |
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| Tile | 583. | | | |
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| Sand | | | | |
| Sub Base | 13719.23 | | | |
| Pavement | 10116.9 | | | |
| | 23836.13 cu.yds. | @ | 1.00 " " " | 23,836.13 |
| | | | | $57.573.31 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET
ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE April 1, 1927

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

| | |
|---|---|
| 1926<br>Mar.-Nov. Moving loaded and empty Scows from your moorings to and from unloading, sits at your employes directions, per bill of Chris Jensen | $100.00 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE April 1, 1927

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

1926
Mar.-Nov. Material lost by Contractor's employes in unloading from Scows to hopper:-

| | | | |
|---|---|---|---|
| 100 Yds. | Crushed Rock | @ $1.90 per cu. yd. | $190.00 |
| 100 " | Sand | @ 1.00 " " " | 100.00 |
| | | | $290.00 |

Based upon Engineer's estimate as well as our experience in digging out berthage site, per our charge of Nov. 12, 1926.

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET

ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE April 1, 1927

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

| | |
|---|---|
| 1926 - Sept.18 - Driving additional piling at Simonsen & Hefty's moorings per bill of Gilpin Construction Co. | $67.19 |
| Towing Pile Driver to John Day and return | 30.00 |
| | $97.19 |

Rendered necessary, as we had received notice from Geo. Johnson to give up the use of his dolphins.

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET
ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE April 1, 1927

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

1926
Mar.- Nov. Mooring Scows to dolphins at John Day River during period of our furnishing material, per bill of Geo. Johnson $35.00

Occasioned by Contractor failing to furnish sufficient mooring piling.

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

**BUILDING MATERIAL AND COAL**

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET
ASTORIA, OREGON

...HED ROCK
...AND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE December 31, 1926

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

CREDIT MEMORANDUM

| | |
|---|---|
| To cancel charge of December 21 for pumping and repairing Scow | $60.00 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

BUILDING MATERIAL AND COAL

ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET
ASTORIA, OREGON

DATE December 31, 1936

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

CREDIT MEMORANDUM

| | |
|---|---|
| To cancel charge of November 13 for digging out unloading site | $18.75 |

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

INVOICE

# BROOKFIELD QUARRY & TOWAGE CO.

DEALERS IN

## BUILDING MATERIAL AND COAL

OFFICE, WAREHOUSE AND BUNKERS: WATERFRONT AT 32ND STREET
ASTORIA, OREGON

CRUSHED ROCK
SAND
CEMENT
SEWER PIPE

LIME
BRICK
PLASTER
DRAIN TILE, ETC.

DATE December 31, 1926

Simonsen & Hefty
938 Tillamook St.,
Portland, Oregon

CREDIT MEMORANDUM

To cancel charge of December 31 for Rock and Sand left on ground $195.00

Disposed of to private party.

TERMS: NET.—Accounts due and payable first of month following date of delivery. Interest charged at 8% per annum on all past due accounts.

PR 121

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

*Date* April 10th 27 1927

*Job Name* Astoria-Svensen Paving

*Week from* " 3rd *to* 10th.

*Mail Address* 213 Asso,Bldg.Astoria.

*Highway* Columbia River

*Telegraph or Telephone Address* Tel.#1242.

*County* Clatsop *Job Prefix* 4PD

*Express and Freight Address* Astoria

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

State force of 18 men,five trucks and gas shovel worked five days,removing slide materials,dressing shoulders and burning debri.

Completion of all construction on 4PD on Friday the 8th.

RECEIVED
APR 12 1927
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

*Signed* [signature]

*Title* Res. Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number of men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* APD *Percentage* 10

*Other jobs* ADK *Percentage* 10

*Other jobs* AOT *Percentage* 10

*Other jobs* AAJ *Percentage* 10

Garibaldi-Rockaway 60

CC CC #791-480
PR 121

February 14, 1927.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearsons, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 791 for the construction of the Astoria-Svenson Section of the Columbia River Highway in Clatsop County consisting of 8.9 miles of paving has been completed by the contractors, Simonsen & Hefty and that final settlement will be made by the State with said contractors for work done under said contract on or after February 24th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors on this contract is $296,216.63 of which amount $12,874.71 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

PR121

November 8, 1926.

Mr. W. L. Muncy,
District Sales Manager,
Standard Oil Company of California,
P. O. Drawer 1197,
Portland, Oregon.

Dear Sir:

In response to your inquiry as to the facts regarding the resurfacing of the Astoria-Svensen Section of the Columbia River Highway, would say that the reasons leading up to this improvement were as follows:

The original roadbed was graded in 1914 with county funds, but, due to the rough topography of the country and the limited funds, the alinement was very poor judged in the light of later day standards. This section was later paved with a 2-inch standard bitulithic pavement 16 feet wide on a crushed rock base, with very little straightening and practically no widening of the roadbed; in fact, the pavement itself was laid less than 16 feet wide in some places on account of the restricted roadbed.

In 1923 and 1924, the roadbed was straightened and widened to flatten the sharp curves and otherwise improve the alinement. Also, at one point, the line was entirely changed to avoid a bad slide. Due to the fact that the new alinement in many cases was entirely to one side or the other of the old pavement, and since the superelevation, high crown and undulating grades in the old pavement could not be fitted to the new alinement, it did not seem desirable to handle the work as a repair job but rather treat the job as an entirely new construction project. A further reason for this decision was the fact that the original pavement was only 2 inches thick and 16 feet wide.

In 1925, bids were taken for the paving of this 8.9 mile unit with three alternates -- A, a 20-foot cement concrete; B, 16-foot bituminous concrete with two 2-foot cement concrete shoulders and macadam sub-base where necessary; C, 16-foot bituminous concrete with two 2-foot shoulders on bituminous sub-base. The low bid on A was $261,402.00; on B, $251,991.00; and on C, $257,715.00. The low bid on A was accepted by the Commission.

You will appreciate that this letter is written in direct answer to your questions, and I trust it will not be published or used for advertising purposes.

Very truly yours,

State Highway Engineer.

RAK:HI

# STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1187

PORTLAND, ORE. Sept. 13, 1926.

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. H. MAC GAREGILL
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

It has come to our attention through our representatives all over the Pacific Coast States that there has been spread a misrepresentation of facts concerning the present paving construction on the Astoria-Svensen section of the Columbia River Highway. This information carries the fact that you and your Commission and Department are required to expend in the neighborhood of $261,000 for repairs on a nine mile section of old Asphaltic Concrete pavement.

Since this is not a so-called repair job but practically a re-alignment of the old roadway, such statements as broadcasted would lead other states, as well as Oregonians, to believe that it is true and would be a reflection on the past Commissions and Engineering Department. These statements have not come to our attention in the immediate vicinity, because the people here realize the conditions underlying the present construction.

The above is our version of this matter, but we wish to be entirely correct in any information which we may give in answer to inquiries asked of us on the subject. We, therefore, would appreciate hearing from you if we are correct, outlining in a brief way the facts.

Sincerely yours,
STANDARD OIL COMPANY OF CALIFORNIA

W. L. Muncy

District Sales Manager By E. J.

EJ-M

Portland, Oregon
September 13, 1926.

Mr. W. L. Muncy,
District Sales Manager,
Portland, Ore.

I have your letter of September 13th concerning facts pertaining to the present pavement construction on the Astoria-Svensen section of the Columbia River Highway.

This sectionwas originally paved in 1918 with 2" Asphaltic Concrete over the old county roadway. This old roadway had a high crown and as there was not sufficient rock under edges and on shoulders early trouble was experienced. Also several sections had bad slides toward the River which were impossible to hold and as the old alignment had numerous abrupt curves we decided to re-build through the entire length.

When completed, the major portion of this section will have a new alignment, eliminating many curves; have proper super-elevations, 20' wide instead of 16' and free from dangerous slides. When we advertised for the new work we included bids on alternate types of pavements which were very close in cost and Cement Concrete was chosen for this particular construction.

121

May 26th, 1926.

Simonsen & Hefty,
Contractors,
938 Tillamook St.,
Portland, Oregon.

Gentlemen:

This letter is to advise you that our attention has been called to the fact that you have filed your rejection to the Oregon Workmen's Compensation Act with the State Industrial Accident Commission, to take effect July 1st of this year.

At the time that the contract was awarded to you for the paving of the Astoria-Svensen Section, your attention was called to that clause on page 7 of the contract, relating to the Workmen's Compensation Act, which clause reads as follows:

> "The contractor shall accept the terms of the Workmen's Compensation Act of the State of Oregon, Chapter 112, Laws of 1913, and amendments thereto and shall carry on this work under the provisions of that law".

You were given to understand that we expected you to comply strictly with the terms of this clause.

Just why you have filed your rejection to the Workmen's Compensation Act, we do not know, but we wish you to understand that in doing so, you violated one of the terms of the contract and are acting contrary to the policy of this Department.

Please be advised that we will expect you to withdraw the rejection that you have filed with the State Industrial Accident Commission and continue your work under the terms of this law and in accordance with the Workmen's Compensation clause in your contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1,

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

April 22, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #121, Astoria-Svensen section of the Columbia River Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Oregon Federal Aid Project No. 121.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 20, 1925, by the State Highway Commission of Oregon, and on August 20, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 121; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said project be increased from $5,000.00 to $164,343.55; and

WHEREAS, the actual net length of said project has been found to be 8.8109 miles instead of 8.834 miles;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred sixty-four thousand, five hundred forty-three and 55/100 dollars ($164,543.55) as the share of the United States payable under said act on account of said project, which does not exceed 42.25 per cent of the total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following road, as described in detail in said surveys, plans and specifications:

Between survey station 0+00 at Svensen, and survey station 469+22.4 at the east city limits of Astoria, terminal points, a distance of 8.8109 miles, known locally as the Astoria-Svensen Section of the Columbia River Highway between Astoria and Portland, Clatsop County."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of said project shall not in any event exceed (a) the said sum of one hundred sixty-four thousand, five hundred forty-three and 55/100 dollars ($164,543.55), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of two hundred eighty-seven thousand, five hundred forty-two and 20/100 dollars, the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 3rd day of February, 1926, and the Secretary of Agriculture on the 5th day of April, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at Svensen, and survey station 462+28.4 at the east city limits of Astoria,

locally known as the Astoria-Svensen Section of the Columbia River Highway between Astoria and Portland, Clatsop County, and designated in the records of this Department as Project No. 121, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $287,642.20 as the total estimated cost of said project, and the sum of $164,545.55 in lieu of the $5,000 approved by Certificate of August 20,1925, as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 5th day of April one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

ACTING Secretary of Agriculture.

W B

GOVERNMENT PRINTING OFFICE 8—4629

09-121

January 28, 1926.

NOTED
for highway Engineer

Simonsen & Kelly,
908 Tillamook B'dwy,
Portland, Oregon.

Gentlemen:

We have recently had calls from metal dealers with reference to the metal center parting strip for use on the Astoria-Seaside Section, which leads us to advise you at this time that in all probability we will not require any of this metal parting strip on this job.

The use of this strip had been anticipated on that section of a little less than two miles easterly from the John Day River bridge to the junction of the Fern Hill Road. Further investigation, however, of the condition and capacity of the detour road leads us to believe that it would be wise not to figure on its use as a two-way detour. This would, then, mean the laying of the section between the Fern Hill Road and the John Day River in two strips and there would, of course, be no need for the metal center joint. We will, of course, be able to use the detour road for one-way traffic simultaneously with traffic in the opposite direction over one-half the highway and thereby facilitate the traffic past the work.

We are advising the Truscon Steel Company and the McCrum-Kirkley Company, from whom our inquiries have come, of this decision in the matter of the use of center joints.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By W. D. Clarke

W. D. Clarke,
Division Engineer.

WDC:LM
cc. A. J. Olsen, Resident Engineer, Astoria, Oregon.
cc. File.

DICTATED BUT NOT READ BY MR. CLARKE
SIGNED IN HIS ABSENCE BY LM

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 1, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #121, the Astoria-Svensen section of the Columbia River Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State Oregon

Project No. 121

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of July, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 16th day of February, 1925, a project statement, which was approved by the Secretary on the 4th day of April, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 20th day of April 1925, and approved by the Secretary on the 20th day of Aug, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of five thousand and 00/100

dollars ($5,000.00) as the share of the United States payable under said act on account of said project, which does not exceed 42.85 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State ....from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 51, Laws of 1920.....
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(*c*) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(*d*) .....

## ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at Svensen, and survey station 469+22.4 at the east city limits of Astoria,

..... terminal points, a distance of 8.834 miles, known locally as the Astoria-Svensen Section of the Columbia River Highway between Astoria and Portland, Clatsop County.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of five thousand and 00/100 .....

.....

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of two hundred eighty-seven thousand, five hundred forty-two and 20/100 .....

.....

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 20th day of August, 1925

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By H B Van Duzer
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

R. H. Dunlap
ACTING Secretary of Agriculture.

FOR AUTHORITY OF HIGHWAY LEGISLATION SEE PROJECT AGREEMENTS NO. 1 ET SEQ.

Form P.R. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at Svensen, and survey station 469+22.4 at the east city limits of Astoria,

locally known as the Astoria-Svensen Section of the Columbia River Highway between Astoria and Portland, Clatsop County, and designated in the records of this Department as Project No. 121, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 287,542.20 as the total estimated cost of said project, and the sum of $ 5,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed 48.25 per cent of said total estimated cost.

Done at the city of Washington, this 20th day of August one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Dunlap
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4830

(CRB)

F.F F.F

July 7, 1925. FH 121

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to previous correspondence covering the project agreement estimate on the Astoria-Svensen Section, Oregon Project No. 121.

It appears improbable that any great amount of work can be accomplished on this project during the present year, and we are therefore enclosing herewith six copies of an estimate as basis for project agreement requesting federal aid of only $5,000.00 on this project from funds now available. It will be our intention, however, to request further federal aid on the project from next year's allotment.

We trust that this method of procedure will be considered satisfactory by you.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

- Dict by J. W. DeSousa/AP

Encl.

Oregon State Highway Department  Project No. 1E

ASTORIA-SVENSEN SECTION OF THE COLUMBIA RIVER HIGHWAY

IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, July 7, 1926.

| | | | |
|---|---|---|---|
| 3,200 sq.yds | Removal of Old Pavement | $ .10 | $ 320.00 |
| 44,000 sq.yds | Preparation of Subgrade | .05 | 2,200.00 |
| 4,000 cu.yds. | Sand Sub-base | 2.25 | 9,000.00 |
| 1,200 lin.ft. | 6" Vitrous Drain Tile | .50 | 600.00 |
| 300 cu.yds | Rock or Gravel Backfill | 3.00 | 900.00 |
| 22,000 cu.yds | Cement Concrete Pavement | 10.50 | 231,000.00 |
| 37,200 lin.ft. | Expansion Joints | .10 | 3,720.00 |
| 37,000 lin.ft. | Paving in Top Stripe | .07 | 2,590.00 |
| 9,000 lin.ft. | Metal Parting Strips | .15 | 1,350.00 |
| 23,000 lbs | Tie Bars | .08 | 2,040.00 |
| | | Sub total | $ 251,402.00 |
| | | 10% Engr. & Cont | 26,140.20 |
| | | | $ 227,542.20 |

Length of Project 8.834 mi.

Cost per mile $ 32,549.49

State Funds Available- $ 222,542.20

Federal Aid Requested 5,000.00

$ 227,542.20

May 15, 1925

FR 121

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 13th instant relative to the method of handling federal cooperation on the Astoria-Svensen Section, Oregon Project No. 121.

We are not exactly clear as to the method which is to be followed under the quotation given us from the letter of your Regional Office, but have prepared and are enclosing herewith, two separate estimates. These estimates have been prepared to subdivide the work between Units 1 and 2, and an arbitrary sixty-forty distribution has been made.

We trust that this method is in accordance with the instructions of the Regional Office, but in case it is found to be not so, we would be very pleased to make up such other estimates as you may desire.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeJournal

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

May 13, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of May 5, submitting estimate for Oregon Federal Aid No. 121, Astoria-Svensen paving:

As requested over the 'phone, this subject was submitted to our Regional Office, and in their reply they state that the only method which will permit the State to claim full pro rata on the work done this year, and at the same time tie up Federal aid funds only in the amount necessary for said work, is to divide the project into two units. The following is quoted:

"One unit should comprise the portion which it is expected to construct this year and the length may be determined by the amount of Federal aid that the Highway Department desires allotted to the project at this time, less a nominal amount to be allotted to the other unit. To be more explicit, we understand that the Highway Department desires to have $100,000 allotted to this project at the present time. We suggest that $99,000 be requested for Unit No.1 and $1,000 Federal aid for Unit No.2. The length of Unit No.1 would be determined by dividing $99,000 by the maximum per mile allowable in Oregon, upon the assumption, of course, that the estimated cost per mile exceeds the maximum upon which full participation may be granted. In case any change is desired before the construction season is over, a modification can easily be secured."

As stated in our 'phone conversation, and confirmed by our Regional Office, any amount of Federal aid shown in the Project Agreement is set aside upon execution of the Agreement, and is, of course, immediately charged against the State from funds available.

It is suggested that the project be divided as noted above, and revised estimate be submitted.

Very truly yours,

District Engineer.

OREGON STATE HIGHWAY COMMISSION — PROJECT NO. 1H2

Unit 2, Astoria-Svensen Section of the Columbia River Highway in Clatsop County.

Salem, Oregon, May 14, 1928

| | | | | |
|---|---|---|---|---|
| 1,320 | Sq. Yds. | Removal of Old Pavement | .30 | 396.00 |
| 17,600 | Sq.yds. | Preparation of Sub-Grade | .05 | 880.00 |
| 1,600 | Cu.yds. | Sand Sub-base | 2.25 | 3,600.00 |
| 600 | Lin.Ft. | 6" Porous Drain Tile | .50 | 300.00 |
| 150 | Cu.yd. | Rock or gravel Backfill | 3.00 | 450.00 |
| 8,800 | Cu.yds. | Cement Concrete Pavement | 10.00 | 88,000.00 |
| 14,080 | Lin.Ft. | Expansion Joints | .10 | 1,408.00 |
| 15,040 | Lin.Ft. | Paving in Two Strips | .07 | 1,052.80 |
| 5,280 | Lin.Ft. | Metal Parting Strips | .15 | 792.00 |
| 15,000 | Lbs. | Tie Bars | .06 | 900.00 |
| | | Sub-Total | | 104,328.80 |
| | | 10% Engr. & Cont. | | 10,432.88 |
| | | Total | | 114,761.68 |

Length of Unit 2- 3.334

Cost per mile $32,845.00

| | |
|---|---|
| State Funds Available | 113,994.38 |
| Federal Aid Requested | 1,022.50 |
| | 115,016.88 |

OREGON STATE HIGHWAY COMMISSION — PROJECT NO. 121.

Unit 1, Astoria-Svensen Section of the
Columbia River Highway in Clatsop County.
(Estimate as basis for project agreement. Based
on contract prices.

Salem, Oregon, May 14, 1925.

| | | | | |
|---|---|---|---|---|
| 1,900 | Sq.yds. | Removal of Old Pavement | .30 | 534.00 |
| 24,400 | Sq.Yds. | Preparation of Sub-grade | .05 | 1,220.00 |
| 2,400 | Cu.yds. | Sand Sub-base | 2.25 | 5,400.00 |
| 720 | Lin.Ft. | 6" Porous Drain Tile | .30 | 216.00 |
| 100 | Cu.yds. | Rock or Gravel Backfill | 3.00 | 340.00 |
| 13,200 | Cu.yds. | Cement Concrete Pavement | 10.80 | 142,560.00 |
| 22,000 | Lin.Ft. | Expansion Joints | .10 | 2,200.00 |
| 23,560 | Lin.Ft. | Paving in Two Strips | .07 | 1,579.20 |
| 5,400 | Lin.Ft. | Metal Parting Strips | .15 | 810.00 |
| 19,800 | Lbs. | Tie Bars | .08 | 1,584.00 |
| | | Sub-total | | $ 156,041.20 |
| | | 10% Engr. & Cont. | | 15,604.12 |
| | | Total | | $ 172,525.32 |

Length of Unit 1 5.500

Cost per mile $32,551.94.

| | | |
|---|---|---|
| State Funds Available | 73,547.32 | |
| Federal Aid Requested | 98,977.50 | ($18,675 per mile-57.3600%) |
| | 172,525.7 | |

May 5, 1925

PR 121

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Astoria-Svensen Section, Oregon Project No. 121.

The contract for this project requires that approximately 43% of the length be held over for paving during the 1926 season. In order to avoid tying up the funds which are now available on this future work, it is requested that $100,000.00 of the Federal Aid be allotted from present funds, and that the balance be left in the agreement and used in figuring the percentage of intermittent vouchers. The difference between $100,000.00 and the total of $164,974.95 is to be applied from the next allocation of Federal funds if and when such is made. It is understood that these future funds will not be definitely obligated by the Government at the present time, but will be contingent on future appropriation by Congress and allocation to Oregon by the Secretary of Agriculture.

We trust that this method may be found satisfactory, as it will possess the advantage of allowing us to secure full cooperation upon the work which will be done during the present year, without requiring us to apply funds from the present appropriation to work which will not be done until a future appropriation will become available.

Separating the project into the definite sections which are to be done this year and making an individual unit out of this work would not be feasible, on account of the fact that the sections which are to be held over until next year are not definitely fixed at this time. This matter depends entirely upon the progress which is made in preparing the subgrade and upon the settlement which takes place on the new work. This, of course, will depend largely upon construction speed and weather conditions and cannot be forcast at this time.

Yours very truly,

ROY A. KLEIN
State Highway Engineer.

By
S. H. Probert
Office Engineer

Dict. by J. W. DeSouza:L
Enc.
E

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 121

Astoria-Svensen Section of the Columbia River Highway in Clatsop County

(Estimate as basis for project agreement. Based on Contract Prices)

Salem, Oregon, May 5, 1928.

| | | | | |
|---|---|---|---|---|
| 3,300 | Sq.yds. | Removal of Old Pavement | .30 | $ 990.00 |
| 44,000 | Sq.yds. | Preparation of Sub-grade | .05 | 2,200.00 |
| 4,000 | Cu.yds. | Sand Sub-base | 2.25 | 9,000.00 |
| 1,200 | Lin.Ft. | 6" Perous Drain Tile | .70 | 840.00 |
| 300 | Cu.yds. | Rock or gravel Backfill | 3.00 | 900.00 |
| 22,000 | Cu.yds. | Cement Concrete Pavement | 10.00 | 237,600.00 |
| 37,500 | Lin.Ft. | Expansion Joints | .10 | 3,750.00 |
| 37,600 | Lin.Ft. | Paving in Two Strips | .07 | 2,632.00 |
| 9,000 | Lin.Ft. | Metal Parting Strips | .15 | 1,350.00 |
| 33,000 | Lbs. | Tie Bars | .08 | 2,640.00 |
| | | Sub-total | | 261,402.00 |
| | | 10% Engr. & Cont. | | 26,140.20 |
| | | Total | | 287,542.20 |

Length of project 8.834 miles

Cost per mile $32,549.49

| | | |
|---|---|---|
| State Funds Available | 122,567.25 | |
| Federal Aid Requested | 164,974.95 | (57.37416%) |
| | 287,542.20 | |

Federal Funds

| | |
|---|---|
| 100,000.00 | Fiscal year 1925-26 |
| 64,974.95 | Fiscal year 1926-27 (Contingent) |
| 164,974.95 | |

Form 193-B—19140.

Og 121

# Oregon State Highway Commission

## Report of Cement Tests

Date reported .....5/9/25..... County .Clatsop.....

Source .Pacific Coast Elevator Dock,..... Job ...Astoria-Svensen.....

.Portland, Ore.....

NOTED
State Highway Engineer

Date sampled ...4/9/25.....

Quantity represented .....3500..... bbls. Brand Oberg.....

To be used ..... Sampled by .Oscar Beek.....

| Sample No. | No. Bbls. | Car No. | Fineness on 200 | Time of Set | | Soundness | Tensile Strength | | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Initial | Final | | 7 Days | 28 Days | |
| Lab. No. 17090 H. D. | 875 | | 20.2 | O. K. | O. K. | O. K. | 280<br>305<br>285<br>290 | 400<br>440<br>360<br>400 | Passes 28 daybest |
| Lab. No. 17091 H. D. | 875 | | 18.5 | " | " | " | 325<br>285<br>320<br>310 | 405<br>435<br>405<br>415 | " " " |
| Lab. No. 17092 H. D. | 875 | | 16.5 | " | " | " | 335<br>310<br>280<br>308 | 405<br>490<br>415<br>437 | " " " |
| Lab. No. 17093 H. D. | 875 | | 17.7 | " | " | " | 275<br>315<br>315<br>302 | 455<br>435<br>430<br>440 | " " " |
| Lab. No. H. D. | | | | | | | | | |
| Lab. No. H. D. | | | | | | | | | |
| Lab. No. H. D. | | | | | | | | | |

CO [redacted] Office
[redacted] ASBPR
[redacted] File

Wm Finkbiner
Testing Engineer.

09 121

May 5, 1925.

Mr. R. S. Hamilton,
Bend, Oregon.

My dear Mr. Hamilton:

Please pardon a tardy reply to your letter of April 20, which was received at the time of our last Commission meeting, and our office has seemed to be unusually congested since that time.

I am very glad to have an opportunity to explain the decision of the Commission in the matter of resurfacing the Astoria-Svensen Section of the Columbia River Highway. This project was originally graded by Clatsop County in 1914, and as a consequence of limited funds and the low standards which were used at that time, the roadbed was graded very narrow and with an excessive amount of curvature.

In 1917 and 1918, this section, in response to a popular demand was paved by the Highway Commission. The type selected was a 2 inch bituminous pavement on a crushed rock base. Of course, it was necessary to follow the original alignment and grades. As a consequence, in some places the pavement was as narrow as 14 feet and the sharp curvature has always been a source of accident, particularly in view of the travel which has increased many fold each year since the opening of the highway throughout, and the fact that the pavement is wet during a considerable portion of the year on account of the heavy precipitation and the location on the north slope. In addition, there is considerable truck traffic which has broken up the pavement and required extensive repairs. The subsoil is very bad and in several places there are bad slides, at one of which we spent approximately $30,000 to locate around.

In 1923, the Commission anticipated that this section would need to be improved and let a contract for widening and straightening this unit which has cost approximately $113,000 and which has resulted in eliminating all of the extremely sharp curvature and widened the roadbed throughout. In addition, some of the wooden bridges have been replaced with concrete.

I mention this in some detail, since on account of the betterment in alignment and reduction of curvature it has been impossible to follow the old alignment over a large part of the distance. Further, there were many irregularities both in alignment and grade in the old

roadbed surface, and as a natural consequence of building on a higher standard, in many places we get away from the old pavement entirely both as to grade and alignment. A further condition which makes this situation different is that many of the old curves had but a small amount of superelevation, while now we are using much greater superelevation following present practice.

The Commission called for bids on this project on alternate types. The first was a Portland cement concrete type with a 20 foot width, 7 inches thick at the center and to a point 7 feet out from which it thickens to 9 inches at the edge. This is our standard concrete construction.

The second alternate was a 16 foot bituminous pavement with 2 foot concrete shoulders 8 inches thick on each side, making a total width of 20 feet. Where grades and alignment were coincident, the bituminous project provided for a new 2 inch wearing surface with a 1 inch binder course and the necessary base mixture to take up the inequalities. Where necessary to leave the old pavement, the section was built up with macadam and on top of this a full 5 inch bituminous pavement was proposed.

On the third alternate, it was proposed to use a similar construction to the second alternate, except that rather than use macadam sub-base, it was proposed to use a lean bituminous sub-base mixture.

The bids received were $261,000 for the Portland cement concrete, $251,000 for the second alternate and $257,000 for the third alternate. There was, therefore, only a difference of approximately $4,000 between the Portland cement concrete and the best bituminous type. The Commission chose the concrete type for the reason that it is much safer in wet weather and requires less maintenance.

In addition to the necessary changes in alignment to make the road safer, the present 2 inch pavement required such large outlays for maintenance and repairs each year that it was felt a matter of economy to repave with standard construction.

I have gone into this matter in some detail because I know you are interested, and I am glad to have an opportunity to explain just what were the controlling features in the improvement of this project, as there may be some misunderstanding in the state at large.

Appreciating your interest in highway matters, and thanking you for your continued support of the highway program, I am

Very truly yours.

RAK:HI

State Highway Engineer.

LAW OFFICE OF
R. S. HAMILTON
FIRST NATIONAL BANK BUILDING
BEND, OREGON

April 20, 1925.

Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

My dear Mr. Klein:

I understand that in the near future contract will be let for re-construction of a part of the Columbia River Highway some place near Astoria: That the people of that section of the State are urging that the material used shall be concrete, although by the use of such material the State will lose the benefit of the work already done.

Will it not be possible to place upon that part of the present highway which is properly located, a re-surfacing coat of asphalt or asphaltic concrete, thus avoiding the loss of what is left of the present pavement? If this can be done, I believe it should in the interest of other parts of the State which have been unable to get pavement of any kind. I have particularly in mind the urgent need for a substantial surface upon The Dalles-California Highway in general. The macadam roads have not withstood the changing weather and the traffic. It is only a question of time, in my opinion, until it will be necessary to place a more substantial surface upon this highway. We have a good base, good grade and good alignment. The expense of surfacing should not be great.

I realize that the questions I have asked are for your engineering corps to determine. I am sure you will do so, and will bear in mind, in so doing, the interest of all parts of the State.

With regards and best wishes, I remain

Very truly yours,

R. S. Hamilton

RSH B

COMMISSIONERS
PRESTON G. PETERSON
HENRY W. LUNT
HENRY H. BLOOD

AGNES McNEIL
SECRETARY

HOWARD C. MEANS
CHIEF ENGINEER

# THE STATE OF UTAH

STATE ROAD COMMISSION

SALT LAKE CITY

NOTED
State Highway Engineer

May 7th,1925.

Mr. Roy A. Klein,
State Hi hway Engineer,
Salem, Oreg,

Dear Mr. Klein:-

I have your letter of May 5th going into details of the construction undertaken on the Columbia River Highway, and appreciate very much this information. Please be assured that I will treat it as con fidental, and also assure you I will respect your desires with reference to being drawn into the controversy on concrete vs. black pavement. This is an never-ending discussion everywhere I believe.

However, I want to thank you for this information and you may be assured that I will be glad to return the favor anytime when it is possible.

Yours very truly,

Howard C. Means,
Chief Engineer.

May 5, 1925.

Mr. Howard C. Means,
Chief Engineer,
State Road Commission,
Salt Lake City, Utah.

My dear Mr. Means:

Receipt is acknowledged of yours of April 30, 1925, making inquiry as to conditions leading up to the award of a contract to cover nine miles of a section of the Columbia River Highway previously paved with bituminous type with concrete type. The award of this contract has caused some comment among engineers and contractors, and I am very pleased to have this opportunity to explain the reasons which led to this decision.

The Astoria-Svensen Section of the Columbia River Highway is located at the mouth of the river where there is a very heavy rainfall -- probably an average of not less than 80 inches per annum. The roadbed was originally graded by Clatsop County in 1914, and being in rough country, was very narrow and contained a great deal of sharp curvature. In 1917, this project was paved as a part of the Columbia River Highway improvement between Portland and Astoria. The type selected was a 2 inch bituminous pavement on crushed rock, and of necessity the old grade was followed. The pavement width was, in general, 16 feet, widened on the curves in some instances to 18 or 20 feet, but there were many places where it was only possible to secure a 14 foot width.

With the opening up of the entire Columbia River Highway, the traffic increased many fold each year and the congestion was particularly bad on week ends because of the travel to the beaches from Portland. Many accidents occurred on the sharp curves due to the volume of travel and the skidding on the black pavement in wet weather. Soon after the opening of the through highway, truck lines began to operate and pavement repairs followed as a natural consequence.

Anticipating the necessity of providing more adequate facilities on this important highway, the Highway Commission in 1923 awarded a contract for widening and straightening this entire section, including a relocation of approximately one-third of a mile to avoid a slide at one point. This year, the fills having become well settled, it was decided to pave the entire project with a 20 foot pavement.

Bids were asked on three types, the first providing for a concrete pavement with a minimum of 6 inches in the center where coincident with the old pavement, and 9 inches on the edge. Where the new alignment is entirely away from the old pavement, our standard of 7 inches in the center, 7 inches 7 feet out, and 9 inches 10 feet out on the edge was used. Where the center lines did not coincide and where grade changes or superelevation made an appreciable distance between the old pavement and the bottom of the new pavement, a sand cushion was used (beach sand is relatively cheap at Astoria).

We also took bids on a bituminous alternate 16 feet wide with concrete shoulders 2 feet wide and 8 inches thick. The bituminous wearing surface was 2 inches thick with a binder course of not less than 1 inch with sufficient additional base mixture to take up the inequalities in the old pavement. Where there was considerable volume between the old pavement and the base of the new 8 inch pavement due to alignment changes or superelevation on curves, crushed rock macadam was built up on top of the old pavement.

The third alternate also provides for a bituminous resurface with 2 foot concrete shoulders on each side, but provides for building up the inequalities, raising the superelevations, etc. with a sub-base bituminous mixture rather than the macadam. It also provided for a sub-base lean concrete mix under the concrete shoulders where necessary rather than the use of macadam.

The bids as received were approximately $261,000 for the Portland cement concrete type, $251,000 for the bituminous type with the concrete shoulders with a macadam sub-base, and $257,000 for the bituminous type with the concrete shoulders with the bituminous sub-base mixture, so that between the best bituminous type with the concrete shoulders and the all concrete type, there was a difference of approximately $6,000.

I expect that in most any other case where bids were asked on these types that there would have been a much greater difference between the Portland cement concrete and the bituminous resurface with the concrete shoulders, but in this case the many changes in alignment on the new grade, the widening and the superelevation on the curves (forty per cent of this line is curvature) made it very difficult to fit the new pavement grades to the old pavement grades; consequently, a larger volume of material was required than would have ordinarily been the case. I think this accounts in a large measure for the closeness of the bids.

In view of the advantages of the concrete pavement in this locality, which is subject to heavy rainfall and is located on the north slope, the Commission accepted the bid on the concrete type.

I am pleased to give you this information, but would thank you to treat the entire matter as confidential, as I do not wish to become involved in any controversy over the merits of the respective types of pavements.

Very truly yours.

State Highway Engineer.

RAK:HI

UTAH

STATE ROAD COMMISSION

SALT LAKE CITY

COMMISSIONERS
PRESTON G. PETERSON
HENRY W. LUNT
HENRY H. BLOOD
AGNES McNEIL
SECRETARY
HOWARD C. MEANS
CHIEF ENGINEER

April 30th, 1925

RECEIVED
MAY 2 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

I understand that the Oregon State Highway Commission has recently awarded a contract for the resurfacing of nine miles of bituminous paving with concrete.

It will be greatly appreciated if you will furnish this department with a description of the resurfacing section used and the unit costs of the approved bid. Also, what changes, if any, in the section used have resulted from Oregon's experience with concrete on black top pavement.

Yours very truly,

Howard C. Means

Chief Engineer.

HVR:g

09-121

May 6, 1925.

Mr. Jay Bowerman,
Attorney,
1506 Yeon Building,
Portland, Oregon.

My dear Mr. Bowerman:

In response to your request of May 2, I am attaching hereto a statement of expenditures on the Astoria-Svensen Section of the Columbia River Highway, as shown by our records divided into original construction cost, betterments, maintenance and repairs.

Very truly yours,

State Highway Engineer.

BAK:HI

STATEMENT OF EXPENDITURES TO APRIL 15, 1926
ON ASTORIA-SVENSEN SECTION

- - - -

**Original Construction**

| | | | |
|---|---|---|---|
| County Grading | 1914-15 | $120,000 (Approximate) | |
| State Grading | 1917-18 | 59,714.76 | |
| Paving | 1917-18 | 205,491.96 | |
| John Day River Bridge | 1917-18 | 25,477.13 | |
| Guard Fence | 1921-22 | 3,334.24 | |
| | | | $414,018.09 |

Total Original Construction

**Replacements**

| | | | |
|---|---|---|---|
| Mary's River Bridge | 1923-24 | $ 5,507.23 | |
| Bear Creek | 1923-24 | 8,224.64 | |
| | | | $ 13,731.87 |

Total Replacements

**Major Betterments**

| | | | |
|---|---|---|---|
| Grade Widening | 1923-25 | $118,359.82 | |
| Slide Correction Grading | 1924-25 | 32,570.30 | |
| | | | $150,930.12 |

Total Major Betterments

**Maintenance and Minor Betterments other than Pavement**

1919-1925 $ 39,300.55

**Pavement Maintenance, Repairs and Minor Betterments**

| | | | |
|---|---|---|---|
| Maintenance and Minor Betterments | 1919-24 | $ 16,625.93 | |
| Pavement repairs | 1919-24 | 43,721.25 | |
| | | | $ 60,347.18 |

Total Maintenance, Repairs and Minor Betterments

Grand Total $678,356.85

JAY BOWERMAN

BOWERMAN & KAVANAUGH
LAW OFFICES
[redacted]
1506 YEON BUILDING
PHONE MAIN 0870
PORTLAND, OREGON.

May 2, 1925.

Hon. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

You will recall that at the State Highway Commission meeting at which the Svenson-Astoria contract was under consideration, a representative of the Astoria Chamber of Commerce read certain figures purporting to indicate the cost of this section of highway. I will very much appreciate it if you will give me the totals as shown by your records and the purposes for which the money was expended and the year within which the expenditures were made.

Yours respectfully,
/s/ Bowerman

JB:G

STATE OF OREGON
HIGHWAY DEPARTMENT

QUANTITY SHEET

(1)

4PD

5/5/25

Statement of Expenditures to April 15, 1925

on Astoria - Seaside Section.

| | | | | | |
|---|---|---|---|---|---|
| Original Construction | | | | | |
| County Grading | | 1914-15 | | $ 170,000 (Approximate) | |
| State Grading | | 1917-18 | | 59,714 76 | |
| Paving | | 1917-18 | | 205,491 96 | |
| John Day R. Bridge | | 1917-18 | | 25,477 13 | |
| Guard Fence | | 1921-22 | | 3,334 24 | |
| | Total Original Construction | | | | $ 414018.09 |
| Replacements | | | | | |
| Mary's River Bridge | | 1923-24 | | $ 5,507 23 | |
| Bear Creek " | | " " | | 6,224 66 | |
| | Total Replacements | | | | $ 13731.89 |
| Major Betterments | | | | | |
| Grade Widening | | 1923-25 | | $ 118,359 82<br>128,185 75 | |
| Side Correction | Grading | 1924-25 | | 32,579 39<br>44,172 50 | |
| | Total Major Betterments | | | | $ 323,297.46 |
| Maintenance and Minor Betterments other than Pavement | | | | | |
| Maintenance | | 1919-20 | | $ 2,823 99 | |
| Maintenance and Minor | Betterment | 1921 | | 1,493 50 | |
| " " " | " | 1922 | | 3,495 32 | |
| Minor Betterment | | " | | 2963 47 | |
| Maintenance | | 1923 | | 3,305 51 | |
| " | | 1924 | | 2,976 65 | |
| Minor Betterment | | 1924 | | 1578 23 | |
| | Total Maintenance & Minor Betterments other than Pavement | | | | $ 19,136.67 |
| Pavement Maintenance, Repairs and Minor Betterments | | | | | |
| Maintenance | | 1921 | | $ 1517 65 | |
| " | | 1922 | | 2754 41 | |

STATE OF OREGON
HIGHWAY DEPARTMENT

(2) QUANTITY SHEET

4FD

5/5/25

Statement of Expenditures To April 15 1925

on Astoria – Salmon Section Cont'd.

| Par. | M/a | Repairs and Minor Bett Cont'd | | | | |
|---|---|---|---|---|---|---|
| Maintenance | | | 1923 | | $ 14 40 | |
| " | | | 1924 | | 10,702 69 | |
| Minor Betterment | | | 1924 | | 1636 78 | |
| Repairs | | | 1922-24 | | 43,721 25 | |
| | Total Maintenance, Repairs & Minor Betterments | | | | | $ 60347.18 |
| | | Grand Total | | | | $ ~~609 49 28~~ 678 336.63 |

April 20, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany plans and four copies of unit price analyses on the Astoria-Svensen Section, Oregon Project No. 181.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. K. Probert
Office Engineer

Dict. by J. W. DeSouza
Enc.

cc

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO.121

Asteria-Svensen Section of the Columbia River Highway in Clatsop County.
(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, April 20, 1928.

## ALTERNATE "A"

| | | | | |
|---|---|---|---|---|
| 3,300 | Sq.yds. | Removal of Old Pavement | $ .70 | $ 2,310.00 |
| 44,000 | Sq.yds. | Preparation of Subgrade | .06 | 2,640.00 |
| 4,000 | Cu.yds. | Sand Sub-base | 2.35 | 9,400.00 |
| 1,200 | Lin.Ft. | 6" Porous Drain Tile | .40 | 480.00 |
| 300 | Cu.yds. | Rock or Gravel Backfill | 3.10 | 930.00 |
| 22,000 | Cu.yds. | Cement Concrete Pavement | 12.84 | 282,480.00 |
| 37,800 | Lin.Ft. | Expansion Joints | .12 | 4,476.00 |
| 37,600 | Lin.Ft. | Paving in Two Strips | .25 | 9,400.00 |
| 9,000 | Lin.Ft. | Metal Parting Strips | .15 | 1,350.00 |
| 33,000 | Lbs. | Tie Bars | .05 | 1,650.00 |
| | | | Sub-Total Alternate "A" | 315,566.00 |
| | | | 10% Engr. & Cont. | 31,566.60 |
| | | | Total | 347,111.60 |

## ALTERNATE "B"

| | | | | |
|---|---|---|---|---|
| 3,300 | Sq.yds. | Removal of Old Pavement | .70 | 2,310.00 |
| 44,000 | Sq.yds. | Preparation of Subgrade | .06 | 2,640.00 |
| 3,850 | Cu.yds. | Macadam Sub-base | 4.06 | 15,631.00 |
| 1,200 | Lin.Ft. | 6" Porous Drain Tile | .40 | 480.00 |
| 300 | Cu.yds. | Rock or Gravel Backfill | 3.10 | 930.00 |
| 21,200 | Sq.yds. | Concrete Shoulders | 3.28 | 69,536.00 |
| 16,150 | Batches | Bituminous Base | 3.41 | 55,071.50 |
| 10,000 | Batches | Bituminous Binder | 3.41 | 34,100.00 |
| 85,000 | Sq. yds. | Bituminous Wearing Surface | 1.17 | 99,450.00 |
| | | | Sub-Total, Alternate "B" | 280,110.00 |
| | | | 10% Engr. & Cont. | 28,011.00 |
| | | | Total | 308,121.00 |

## ALTERNATE "C"

| | | | | |
|---|---|---|---|---|
| 3,300 | Sq.yds. | Removal of Old Pavement | .70 | 2,310.00 |
| 44,000 | Sq.yds. | Preparation of Subgrade | .06 | 2,640.00 |
| 21,200 | Sq.yds. | 6" Concrete Shoulders | 3.28 | 69,536.00 |
| 700 | Cu.yds. | Extra Thickness in Shoulders | 8.11 | 5,677.00 |
| 8,800 | Batches | Bituminous Sub-base | 2.20 | 19,360.00 |
| 14,800 | Batches | Bituminous Base | 3.41 | 50,468.00 |
| 10,000 | Batches B | Bituminous Binder | 3.41 | 34,100.00 |
| 85,000 | Sq.yds. | Bituminous Wearing Surface | 1.17 | 99,450.00 |
| 1,200 | Lin.Ft. | 6" Porous Drain Tile (State Forces | .40 | 480.00 |
| 300 | Cu.yds. | Rock or Gravel Backfill | 3.10 | 930.00 |
| | | | Sub-total, Alternate "C" | 284,951.00 |
| | | | 10% Engr. & Cont. | 28,495.10 |
| | | | Total | 313,446.10 |

Length of Project 8.834 Miles

Cost per Mile, Alternate A $39,292.68
" " " " B $34,878.99
" " " " C $35,481.75

ALTERNATE A

# UNIT PRICE ANALYSIS

## CONCRETE PAVEMENT

Section Astoria-Svensen

County Clatsop

Date of Bids March 23, 1925

Width 20 Thickness 9-7 Mix 1-2-3

| | Bbl Cement Sand | Sand Cu. Yd. | Cr.Rock Cu. Yd. | Material and Manipulation Costs Converted to Square Yards of Pavement. |
|---|---|---|---|---|
| Cost at origin (f.o.b. net) . . . | 2.50 | 1.25 | 2.10 | |
| Quarry, crush, screen, etc. . . . | - | - | - | |
| Freight. . . . . | .60 | - | - | |
| Length of haul (f.o.b. to plant) | 6.0 | 2½ | 2½ | |
| Load, haul, dump, etc. . . . . | .80 | .60 | .60 | |
| Total . . . . . | 3.70 | 1.85 | 2.70 | |
| ~~10~~ 2% loss in handling . . . . . | .07 | .04 | .05 | |
| Quan. per cu. yd. conc. . . . . | 2.77 1SY | 1.89 .60 | 2.75 0.74 | |
| Cost of mtls. per cu. yd. conc. | 6.30 | .84 | 1.64 | 9.28 |
| | | | Mixing per cu. yd. . . . | .40 |
| | | | Place, forms, etc. cu.yd. | 80 |
| | | | Total. . . . . | 10.18 |
| | | | Cu.yds. conc.per sq.yd.pvmt | - |
| | | | Cost per sq. yd.. . . . . | - |
| | | | Finish, cure,etc.per sq.yd | .25 |
| | | | Prep.of subgrade per sq.yd | - |
| | | | Equip. overhead,etc.(sq.yd) | .75 |
| | | | Total cost. . . . . | 11.18 |
| | | | 15 % profit. . . . . | 1.68 |
| | | | Estimated Bid Price. . . | 12.86 |

Source of cement Oswego

Source of sand F.O.B. Svensen or John Day

Source of course agg. do

Estimate made by W. D. Clarke

Estimate data by -

Date March 18, 1925

Remarks

Q = 22,000 Cu.yds.

ALTERNATES B AND C

# UNIT PRICE ANALYSIS

## CONCRETE ~~PAVEMENT~~

Section Astoria-Svensen

County Clatsop

Date of Bids March 23, 1925

Width 2° Thickness 8" Mix 1-2-3

| | Cement ~~Bbl.~~ Sack | Sand Cu. Yd. | Cr. Rock Cu. Yd. |
|---|---|---|---|
| Cost at origin (f.o.b. net) | 2.20 | 1.25 | 2.10 |
| Quarry, crush, screen, etc. | - | - | - |
| Freight | .60 | - | - |
| Length of haul (f.o.b. to plant) | 6.0 | 2½ | 2½ |
| Load, haul, dump, etc. | .60 | .60 | .60 |
| Total | 3.70 | 1.85 | 2.70 |
| 10% loss in handling | .07 | .04 | .05 |
| | 3.77 | 1.89 | 2.75 |
| Quan. per cu. yd. conc. | 1.67 | .80 | .74 |
| Cost of mtls. per cu. yd. conc. | 6.30 | 1.54 | 2.04 |

Materials and Manipulation Costs Converted to Square Yards of Pavement.

| | |
|---|---|
| | 5.88 |
| Mixing per cu. yd. | .80 |
| Place, forms, etc. cu.yd. | 1.00 |
| Total | 10.70 |
| Cu.yds. conc. per sq.yd. pvmt | .222 |
| Cost per sq. yd. | 2.38 |
| Finish, cure, etc. per sq.yd | .10 |
| Expansion Joints " " " | .054 |
| Prep. of subgrade per sq.yd | - |
| Reinf. Steel | .215 |
| Equip. overhead, etc. (sq.yd) | .02 |
| Total cost | 2.85 |
| 15 % profit | .43 |
| Estimated Bid Price | 3.28 |

Source of cement Osego

Source of sand F O B. Svensen or John Day

Source of course agg. Do

Estimate made by E.D. Clarke

Estimate data by "

Date March 18, 1925

Remarks Q = 21,200 Sq. Yds.

# UNIT PRICE ANALYSIS

## TYPE "D" PAVEMENT

Section Astoria-Arch
County Clatsop
Date of Bid March 21, 1928
Width ____ Thickness ____ Base ____ Top ____

| | Asphalt Ton | Filler Ton | Sand Cu.yd. | Gravel Cu. yds. | Material and Manipulation Costs Converted to sq. yds. of pavement. |
|---|---|---|---|---|---|
| | Bel | | | | |
| Cost at Origin (f.o.b.net) | 12.00 | 3.25 | 1.25 | 2.10 | |
| Quarry, crush, screen, etc. | - | - | - | - | |
| Freight — Dockage at Astoria | 2.43 .60 | 2.40 - | - | - | |
| Haul (miles f.o.b. to plant) — Lighter | .20 .25 | 1.50 | - | - | |
| Load, haul, dump, etc. | | | | | |
| Total | 21.68 | 3.15 | 1.25 | 2.10 | |
| 5 10% loss in handling | 1.08 | .41 | .06 | .10 | |
| Total | 22.76 | 3.56 | 1.31 | 2.20 | |
| Quantity per 1000 lb. batch | .025 | .018 | .1241 | .1148 | |
| Cost | .569 | .122 | .154 | .422 | 1.30 |

| | | | |
|---|---|---|---|
| Source of Asphalt | Richmond | Mixing per batch 1. | .25 |
| Source of Filler | Morgen | Haul (0½ mi. 90-12 per batch). | .72 |
| Source of Sand | F.O.B.Plant | Total | 2.01 |
| Source of course agg | do | Average pull. | |
| Set up of plant | John Day River | Cost per square yard. | - |
| Estimate made by | W.D. Clarke | Place, roll, headers, etc. | .45 |
| Estimate data by | | Seal coat | - |
| Date | March 10, 1928 | Equip., overhead, etc. | .50 2.96 |
| Remarks | 10,000 Batches Binder | 15 % profit. | .48 3.41 |
| | 16,150 Batches Base | Estimated bid price | |
| | 26,150 Batches | | |

# UNIT PRICE ANALYSIS

## TYPE "D" PAVEMENT

Section Astoria - Svensen
County Clatsop
Date of Bid March 18, 1925
Width _____ Thickness _____ Base _____ Top 2"

| | Asphalt Ton | Filler Ton | Sand Cu.yd. | [illegible] Cu. yds. |
|---|---|---|---|---|
| | Bbls. | | | |
| Cost at Origin (f.o.b.net) | 18.00 | 5.25 | 1.25 | 2.10 |
| Quarry, crush, screen, etc. | - | - | - | - |
| Freight | 2.62 | 3.40 | - | - |
| Haul (miles f.o.b. to plant) | .60 | 6.0 | - | - |
| Load, haul, dump, etc. | .25 | 1.50 | - | - |
| Total | 21.62 | 8.15 | 1.25 | 2.10 |
| 10% loss in handling | 1.08 | .41 | .06 | .10 |
| Total | 22.76 | 8.56 | 1.31 | 2.20 |
| Quantity per 1000 lb. batch | .0378 | .025 | .1677 | .2252 |
| Cost | .862 | .214 | .220 | .451 |

Material and Manipulation Costs Converted to sq. yds. of pavement.

| | |
|---|---|
| | 1.79 |
| Mixing per batch 1. | .25 |
| Haul (2½ mi. @ 20-12 per batch). | .38 |
| Total | 2.41 |
| Average pull. | 4.5 |
| Cost per square yard. | .37 |
| Place, roll, loaders, etc. | .15 |
| Seal coat | .05 |
| Allow for handling traffic | .00 |
| Equip., overhead, etc. | .30 |
| | 3.28 |
| 15 % profit. | .15 |
| Estimated bid price | 1.17 |

Source of Asphalt Richmond
Source of Filler Bergum
Source of Sand F.O.B. Plant
Source of course agg 48
Set up of plant John Day River
Estimate made by W. D. Clarke
Estimate data by _____
Date March 18, 1925
Remarks Q- 85,000 Sq.yds.

Exhibit C

# UNIT PRICE ANALYSIS EXTRA THICKNESS
## CONCRETE PAVEMENT

Section Astoria-Svensen.

County Clatsop

Date of Bids March 23, 1925

Width ____ Thickness ____ Mix 1-6-12

| | Cement Sand | Sand Cu. Yd. | Gravel Cu. Yd. | Material and Manipulation Costs Converted to Square Yards of Pavement. |
|---|---|---|---|---|
| Cost at origin (f.o.b. net) | 2.50 | 1.25 | 2.25 | |
| Quarry, crush, screen, etc. | - | - | - | |
| Freight | .60 | - | - | |
| Length of haul (f.o.b. to plant) | 6.0 | 2½ | 2½ | |
| Load, haul, dump, etc. | .60 | .60 | .60 | |
| Total | 3.70 | 1.85 | 2.85 | |
| 10% loss in handling | .07 | .04 | .06 | |
| Quan. per cu. yd. conc. | 3.77 | 1.89 | 2.91 | |
| Cost of mtls. per cu. yd. conc. | .56 | .25 | 1.00 | |
| | 2.12 | .47 | 2.91 | 5.50 |
| Mixing per cu. yd. | | | | .40 |
| Place, forms, etc. cu.yd. | | | | .40 |
| Total | | | | 6.30 |
| Cu.yds. conn.per sq.yd.pvmt | | | | - |
| Cost per sq. yd. | | | | - |
| Finish, cure, etc.per sq.yd | | | | - |
| Prep.of subgrade per sq.yd | | | | - |
| Equip. overhead, etc.(sq.yd) | | | | .75 |
| Total cost | | | | 7.05 |
| 15 % profit | | | | 1.06 |
| Estimated Bid Price | | | | 8.11 |

Source of cement Oswego

Source of send F.O.B. Svensen or John Day

Source of course agg. Do

Estimate made by W.D.Clarke

Estimate data by -

Date March 18, 1925

Remarks Q - 700 Cu.yds.

Alternate C

# UNIT PRICE ANALYSIS

## TYPE "D" PAVEMENT
BITUMIN US SUB-BASE

Section Astoria - Svensen
County Clatsop
Date of Bid March 23, 1925
Width ____ Thickness ____ Base ____ Top ____

Bit. Sub-base

| | Asphalt Ton | Filler Ton | Sand Cu.yd. | Cr. Rum Rock Cu. yds. |
|---|---|---|---|---|
| | Bbl. | | | |
| Cost at Origin (f.o.b.net) | 18.00 | | | 2.67 |
| Quarry, crush, screen, etc. | - | | | - |
| Freight — Dockage | 2.65 | | | - |
| Haul (miles f.o.b. to plant) — Buship | .60 | | | - |
| Unload, haul, dump, etc. | .50 | | | - |
| Total | 21.68 | | | 2.67 |
| 5% loss in handling | 1.08 | | | .12 |
| Total | 22.76 | | | 2.80 |
| Quantity per 1000 lb. batch 150 | .0075 | - | - | .025 |
| Cost | .171 | - | - | .068 |

Material and Manipulation Costs Converted to sq. yds. of pavement.

| | |
|---|---|
| | 1.05 |
| Mixing per batch 1. | .25 |
| Haul (2½ mi. @ 20-18 per batch) | .30 |
| Total | 1.44 |
| Average pull. | - |
| Cost per square yard. | - |
| Place, roll, headers, etc. | .15 |
| Seal coat | - |
| Equip., overhead, etc. | .10 |
| 15 % profit. | .29 |
| Estimated bid price | 1.93 |

Source of Asphalt Richmond
Source of Filler -
Source of Sand -
Source of course agg F.O.B. Plant
Set up of plant John Day River
Estimate made by W. D. Clarke
Estimate data by -
Date March 18, 1925
Remarks Q - 8,000 Batches

PQ.121

April 13, 1925.

Mr. L. J. Tallinger, Secretary,
Seaside Commercial Club,
Seaside, Oregon.

Dear Sir:

In response to yours of April 9, 1925, relative to provisions for handling traffic during the paving of the Astoria-Svensen Section of the Columbia River Highway, would say that we appreciate very much the necessity for keeping this road open and causing the minimum of inconvenience to travel.

The Highway Commission is now calling for bids on this project which will be received on the 23d day of April, 1925. The provisions of the contract divide the work over two seasons, approximately five miles to be laid during 1925 and four miles during 1926. This division is made necessary in order to secure sufficient settlement on some of the embankments.

Bids are to be received on alternate types of paving -- one a 20 foot concrete pavement, and the other a 16 foot bituminous pavement with 2 foot concrete shoulders on each side. If the concrete alternate is accepted, the pavement will be laid one strip at a time and traffic will be regulated by flagmen. If the bituminous alternate is accepted and full width pavement is laid, the contractor will be required to open the road for traffic every thirty minutes. With these provisions, I do not think that the traffic will be unduly inconvenienced, although the handling of the volume of traffic which is now found on the Lower Columbia River Highway, particularly at the week-ends, is a serious matter and one which we do not minimize. In fact, it is the most serious problem that we have in handling a resurface job such as this and the cost of taking care of the traffic will add very many thousands of dollars to the cost of this improvement.

Under the circumstances, it will be very necessary for everybody to be patient, believing that in the end the improvement will justify the temporary inconvenience caused by construction operations.

Appreciating your interest in this matter, and thanking you for your hearty support of the highway program, I am

Very truly yours.

BAK:HI

State Highway Engineer.

...SON
...SURER
...LEIGHTON
E. G. BATES

April 9th, 1925.

The State Highway Commission,

Salem, Oregon.

Gentlemen:

We understand some work is planned for the near future at Svenson, a few miles out of Astoria.

In much as we here at Seaside depend so much upon the summer and tourist traffic for our business we are hoping that arrangements will be made so that machines will not be held up or the road blocked in anyway.

Knowing the commission usually plans to cause as little delay in traffic as possible this is simply a friendly suggestion that you keep the matter in mind when planning the work. Thanking you, we remain,

Very truly yours

H. Dallenger

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

April 15, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On April 4, 1925, the Secretary of Agriculture approved the project statement for Oregon 121, Astoria-Svensen section of the Columbia River Highway in Clatsop County.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form No. 9—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

Date MARCH 22nd 25., 192...

Job Name SVENSEN ASTORIA PAVING

Week from 16th to 22nd inc.

Mail Address SEASIDE

Highway COLUMBIA RIVER

Telegraph or Telephone Address 77

County CLATSOP Job Prefix APD

Express and Freight Address SEASIDE

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Three men worked six days;re-running line changes,platting profile and laying trial grade lines.

NOTED
J. D. CLARKE

RECEIVED
MAR 23 1925
OFFICE OF
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed D. Olsen

Title Res. Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *steam shovels*

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... *men,*

..... *teams,* ..... *trucks*

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* 4P12 *Percentage* 40

*Other jobs* 40F *Percentage* 25

*Other jobs* 4GD *Percentage* 15

*Other jobs* 406 *Percentage* 20

FORM 8A 8287G 10M-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

# OREGON STATE HIGHWAY COMMISSION

SALEM February 26, 1925.

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

Mr. Roy A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:

Estimates for the resurfacing of the Astoria-Svensen Section have been made upon three different types of construction and for both 20' and 18' widths and show the following costs:

| | | | | |
|---|---|---|---|---|
| 20' | all-bituminous, total | $296,588; | per mile | $33,700 |
| 18' | " " | 272,503; | " " | 31,000 |
| 20' | all-concrete | 395,632; | " " | 44,900 |
| 18' | " " | 357,060; | " " | 40,600 |
| 20' | combination concrete curbs and bituminous center | 310,129 | " " | 35,200 |
| 18' | ditto | 280,665; | ditto | 31,900 |

For the concrete and the combination types no rock shoulders have been provided but such shoulders are included in the estimate of the all-bituminous type as they are essential for the protection of the pavement edge.

Estimate of the all-concrete is based on a pavement 7" thick in the center with edges thickened to 9" without allowance for additional thickness due to irregularity in the surface of the existing pavement. It is believed that this is probably less than would be necessary even with a specified minimum thickness of 6" in the center which I think would be sufficient and advisable. In addition to its higher construction cost this type would have the further disadvantage of greater inconvenience to the traveling public and greater incidental expense for regulation of traffic.

In each estimate has been included an item for "Extra Work" which covers the reshaping and building up of the earth shoulders which is provided by our contracts to be force account. This item is considerably larger than it would be in most cases due to change in shoulder elevation occasioned by raising of super-elevation on curves. An unusual proportion of this section is on curvature necessitating such change in super-elevation and it was entirely impracticable to provide for it in the preliminary regrading of the section donelast year.

In each estimate also appears an item covering "Sub-base Mix". This is for use in building up the superelevation on curves in lieu of simple crushed rock because the additional cost of such mix over the ordinary macadam is considered fully justified by the greater facility with which it can be put and kept in place and the attendant lessening of inconvenience to traffic and by the added stability to this sub-base which would be attained.

In the combination type the concrete curbs are estimated for an 8" uniform thickness a width of two feet except at certain curves where it will be practicable to make the inside curb three feet to advantage without taking out additional old pavement due to lightening the curve or additional width for curvature.

All-bituminous type and bituminous resurface in the combination type are estimated for a 2" standard wearing surface with a binder course of 2" average thickness.

Estimates of quantities and cost in detail for each of the types and widths are attached.

Very truly yours,

W. D. Clarke,
Division Engineer.

WDC:LM
Encls.

Feb. 26, 1925

PRELIMINARY ESTIMATE OF QUANTITIES AND COST

ASTORIA-SVENSEN RESURFACE

20' Concrete Curb and Bituminous Type

| | | | |
|---|---|---|---|
| 22,000 | sq. yds. concrete curb | $3.15 | $ 69,300 |
| 83,600 | " " 2" bituminous wearing surface | 1.15 | 96,140 |
| 4,100 | batches(1000#) base mix | 3.20 | 13,120 |
| 17,700 | " " binder mix | 3.20 | 56,640 |
| 10,800 | " " sub-base mix | 2.00 | 21,600 |
| 5,400 | sq. yds. removing old pavement | .50 | 2,700 |
| 7,900 | lin. ft. expansion joints | .15 | 1,185 |
| 89,000 | lbs. reinforcing | .05 | 4,450 |
| | | | $265,135 |
| | Extra work | | 16,800 |
| | | | $281,935 |
| | 10% | | 28,194. |
| | | | $310,129 |

18' Concrete Curb and Bituminous Type

| | | | |
|---|---|---|---|
| 21,500 | sq. yds. concrete curb | $3.15 | $ 67,725 |
| 74,400 | " " 2" bituminous wearing surface | 1.15 | 85,560 |
| 3,600 | batches (1000#) base mix | 3.20 | 11,520 |
| 15,200 | " " binder mix | 3.20 | 48,640 |
| 9,700 | " " sub-base mix | 2.00 | 19,400 |
| 7,200 | sq. yds. removing old pavement | .50 | 3,600 |
| 7,700 | lin. ft. expansion joints | .15 | 1,155 |
| 89,000 | lbs. reinforcing | .05 | 4,450 |
| | | | $242,050 |
| | Extra work | | 13,100 |
| | | | $255,150 |
| | 10% | | 25,515 |
| | | | $280,665 |

Feb. 26,1925.

PRELIMINARY ESTIMATE OF QUANTITIES AND COST

AST RIA-SVENSEN RESURFACE

20' All-Bituminous Type

| | | | |
|---|---|---|---|
| 105,500 | sq. yds. 2" Bit. Wearing Surfacing | $1.15 | $121,325 |
| 8,100 | batches (1000#) base mix | 3.20 | 25,920 |
| 22,400 | " " binder mix | 3.20 | 71,680 |
| 10,800 | " " sub-base mix | 2.00 | 21,600 |
| 3,300 | sq. yds. removing old pavement | .50 | 1,650. |
| 2,000 | cu. yds. shoulder rock | 3.00 | 6,000 |
| 93,000 | lin. ft. shoulder construction | .05 | 4,650 |
| | | | $252,825 |
| | Extra work | | 16,800 |
| | | | $269,625 |
| | 10% | | 26,963 |
| | | | $296,588 |

18' All-Bituminous Type

| | | | |
|---|---|---|---|
| 96,800 | sq. yds. 2" bituminous wearing surface | $1.15 | $111,320 |
| 6,200 | batches (1000#) base mix | 3.20 | 19,840 |
| 20,600 | " " binder | 3.20 | 65,920 |
| 9,700 | " " sub-base mix | 2.00 | 19,400 |
| 3,000 | sq. yds. removing old pavement | .50 | 1,500 |
| 4,000 | cu. yds. shoulder rock | 3.00 | 12,000 |
| 93,000 | lin. ft. shoulder construction | .05 | 4,650 |
| | | | $234,630 |
| | Extra work | | 13,100 |
| | | | $247,730 |
| | 10% | | 24,773 |
| | | | $272,503 |

Feb. 26, 1925.

# PRELIMINARY ESTIMATE OF QUANTITIES AND COST

## ASTORIA-SVENSEN RESURFACE

### 20' All-Concrete Type

| | | | | |
|---|---|---|---|---|
| 21,100 | cu. yds. | 9"-7" concrete pavement | $13.35 | $381,685 |
| 105,500 | sq. yds. | laying in two strips | .15 | 15,825 |
| 5,400 | " " | removing old pavement | .50 | 2,700 |
| 3,600 | cu. yds. | sub-base mix | 7.90 | 28,440 |
| 37,200 | lin. ft. | expansion joints | .15 | 5,580 |
| 46,500 | " " | center parting joint | .15 | 6,975 |
| 33,200 | lbs. | Tie bars | .05 | 1,660 |
| | | | | $342,865 |
| | | Extra work | | 16,800 |
| | | | | $359,665 |
| | | 10% | | 35,967 |
| | | | | $395,632 |

### 18' All-Concrete Type

| | | | | |
|---|---|---|---|---|
| 19,000 | cu. yds. | 9"-7" Concrete pavement | $13.35 | $253,650 |
| 96,800 | sq. yds. | laying in two strips | .15 | 14,520 |
| 7,200 | " " | removing old pavement | .50 | 3,600 |
| 3,300 | cu. yds. | sub-base mix | 7.90 | 26,070 |
| 33,500 | lin. ft. | expansion joints | .15 | 5,025 |
| 46,500 | " " | center parting joint | .15 | 6,975 |
| 33,200 | lbs. | tie bars | .05 | 1,660 |
| | | | | $311,500 |
| | | Extra work | | 13,100 |
| | | | | $324,600 |
| | | 10% | | 32,460 |
| | | | | $357,060 |

PROJECT STATEMENT

PS 121

February 17, 1926

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the reconstruction of the Astoria-Svenson Section of the Columbia River Highway in Clatsop County. We have assigned No. 121 to this project.

It is probable that the State Highway Commission will desire to receive bids for the work at the March meeting.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.T. DeBonnail
Enc.

cc

STATE Oregon

PROJECT NO. 121
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) February 16, 1925

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Astoria-Svenson Section, Columbia River Highway

2. Between control points of official description: Astoria and Portland

3. Between intermediate control points if used: Astoria and Svensen

County of Clatsop

4. Length in miles (gross) 8.8 (net) 8.8

5. Preliminary estimate of cost: Total, $240,000.00; section of road to be first improved, $240,000.00 of which $ [redacted] is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.) Sufficient to insure completion. Sale of bonds or current income. (Source; refer to statute.)

(b) County (Amount.) (Source; refer to statute.)

8—5078

PROJECT NO.
STATE

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Resolution of August 17, 1917; Chapter 237, Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks: Project covers paving reconstruction Work

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

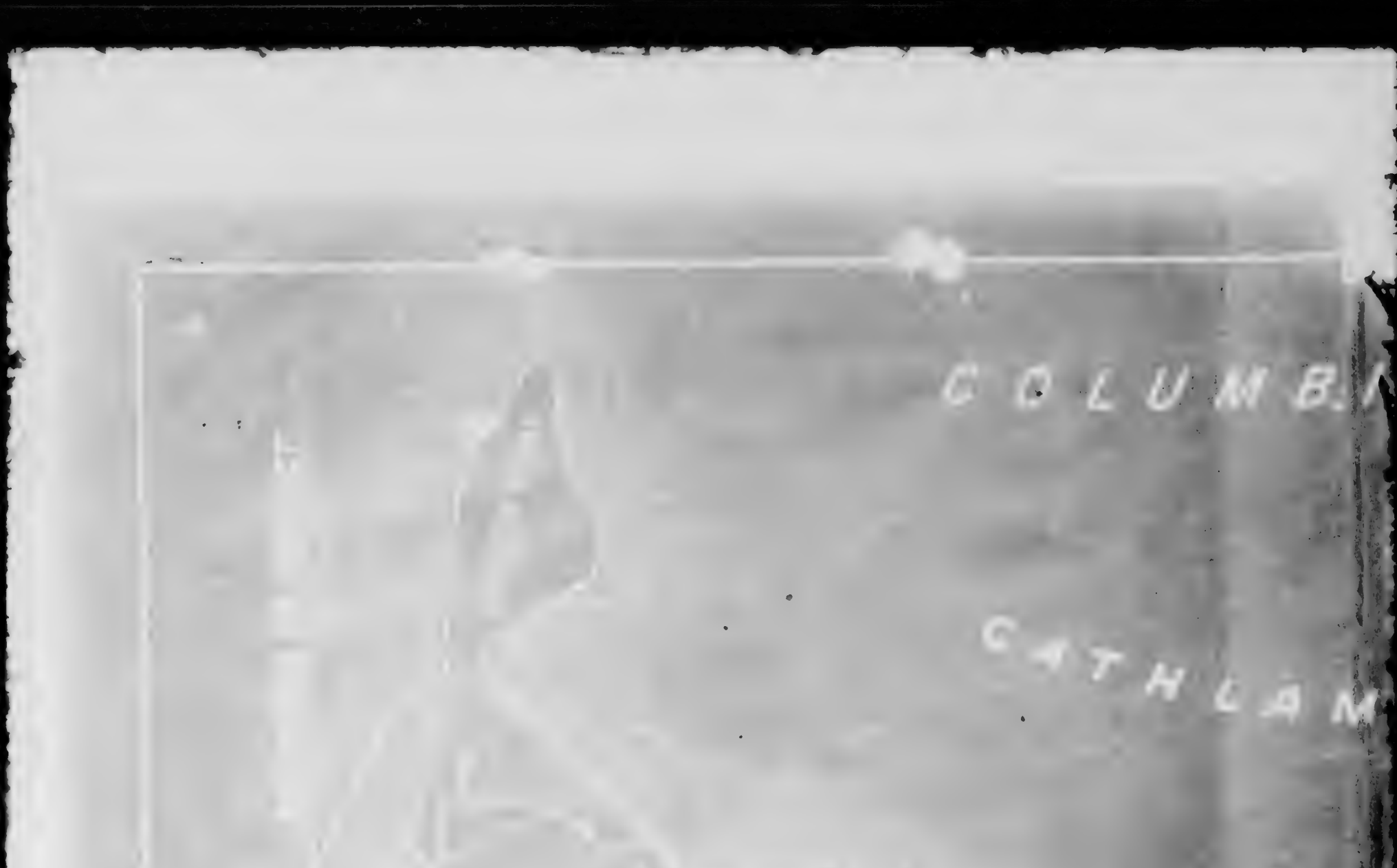
By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 9—8078


COLUMB
CATHLAM

RIVER

BAY

09 121

Form 39—29449—2 M—10-25.

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

*Date* February 16th 26 192

*Job Name* Svensen-Astoria Paving

*Week from* 8th *to* 14th incl.

*Mail Address* 213 Associated Bldg.

*Highway* Columbia River

*Telegraph or Telephone Address* Tel.#1242

*County* Clatsop *Job Prefix* 4PD

*Express and Freight Address* Astoria

*General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:*

Party worked three days on grades and alignment, preparatory to setting header grades.

RECEIVED FEB 18 1926 DIVISION ENGINEER

NOTED W. D. CLARKE

Contractors equipment is on the ground.

Water for concrete and for curing to be taken from City of Astoria Pipe Line connecting with Hydrant at Astoria and on the North side of the Highway is laid to Mile Post 95(Two miles from Svensen). The pipe line for the total length of line will be laid by Wednesday the 17th.

Ditch and tile crews will be started week ending the 21st.

Header crews will be started week ending the 28th.

(See back of this sheet for instructions and detailed information.)

*Signed* G. A. Olsen

*Title* Res. Engr.

## GRADING CONSTRUCTION

*Total miles of grading on project* .....

*Miles completed* .....

*Miles completed except finishing* .....

*Miles covered by contractor's forces* .....

*Miles cross-sectioned* .....

*Miles cross-sections completed and checked* .....

*Miles to be remeasured* .....

*Number men in Engineering Party* .....

*Contractor's average force for week* ..... men,

..... teams, ..... steam shovels

*Grading work will be completed about* .....

## ROCK OR GRAVEL SURFACING

*Total miles surfacing on project* .....

*Miles completed* .....

*Miles partially done* .....

*Average daily yardage placed this week* .....

*Average daily yardage necessary to complete on time* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Surfacing will be completed about* .....

*Number men in Engineering Party* .....

## INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless those matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

## SURVEYS

*Total mileage at section to be surveyed* .....

*Miles of preliminary staked* .....

*Miles of location staked* .....

*Per cent of field work complete* .....

*Per cent of office work complete* .....

*Number of days worked on this project* .....

*Number of men in party* .....

*Salary expense this week* .....

*All other expense this week* .....

*Previous total expenditure this survey* .....

*Total expenditure including this week* .....

*Survey will be completed about* .....

*Completed survey will cost about* .....

*Per mile cost of survey will be about* .....

**NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.**

## PAVING WORK

*Total miles paving on project* .....

*Miles paving completed* .....

*Average daily sq. yds. this week* .....

*Miles shoulders completed both sides* .....

*Contractor's average force for week* ..... men,

..... teams, ..... trucks

*Percentage of total required yardage now in place* .....

*Job will be completed about* .....

*Number men in Engineering Party* .....

## DISTRIBUTION OF TIME

*List all jobs upon which you have worked this week with percentage of this week's time on each.*

*This job* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

*Other jobs* ..... *Percentage*.....

09-121

February 6, 1925.

Mr. Frederick Steiwer,
Attorney at Law,
American National Building,
Pendleton, Oregon.

Dear Sir:

I am pleased to acknowledge yours of January 31, 1925, relative to types of pavement on state highways and I appreciate very much your friendly interest in these matters.

There has been a lot of propaganda issued about the respective merits of the various types of pavement, some of which is true and some of which is greatly exaggerated. When the matter of the selection of a type of pavement comes up I am sure the Commission will give serious consideration to all the various factors which are involved before making a decision of such an important matter.

Appreciating the support you have always given the State Highway program and with kindest personal regards,

Very truly yours,

State Highway Engineer.

RAK:LM

RALEY
FREDERICK STEIWER
H. J. WARNER

RALEY, RALEY & STEIWER
ATTORNEYS AT LAW
AMERICAN NATIONAL BANK BUILDING
PENDLETON, ORE.

January 31, 1925.

Hon. Roy A. Klein, Secy.,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I understand from something I saw in one of the Astoria papers that the State is to re-surface ten miles of road on the Columbia highway, just this side of Astoria and that consideration is being given to two types of construction, namely, hydraulic concrete slab and an asphaltic concrete surface. My understanding further is that the first construction costs many thousand dollars per mile in excess of the second. I do not claim any superior knowledge with respect to the relative merits of the two classes of pavement and if it is established that the concrete pavement is worth the additional cost, as a citizen, I have no objection to its installation. I am rather partial, however, to driving over the asphaltic pavements and I am taking the liberty to write to you this suggestion: That if they are substantially as durable and economical as concrete slab, that they be used. We have in Eastern Oregon so many miles of gravel roads that ought to be paved that we regret to see the State undertake the more expensive installation if a less costly installation will substantially answer the same requirements. This suggestion is not particularly in reference to Astoria improvement but is one which I hope may be applied generally in the road construction program of this State.

With kindest regards, I am

Yours very truly,

Frederick Steiwer.

09-121

E M. RIES
411 Yeon Building
PORTLAND. OREGON

January 13, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
State House,
Salem, Oregon.

My dear Mr. Klein:

This is to acknowledge receipt of your letter of January 12 in answer to my letter of January 8.

I am of the opinion that you have a misunderstanding of my request to you, acknowledging that it would not be proper for the State Highway Commission or yourself to enter into any controversy over different types of pavement in the form of testimonials.

However, my request was not made from the standpoint of a testimonial on the Warren type of pavement, and in your answer to me it will not be necessary for you to mention Warren Brothers Company or Warrenite-Bitulithic pavement. What I had in mind was this: That a newspaper published in the city of Astoria, which is dependent upon the residents of that section and the people at large in the state of Oregon, should not be permitted to condemn the acts of the Highway Department of the state of Oregon, since that particular community has been given more than the lion's share in highway construction.

It is my intention to write the New Orleans paper setting forth the conditions as they existed during the course of construction, and the true facts as they exist to-day that make it necessary to repair this particular section. I believe that the New Orleans paper will publish an article putting the true facts before the people, and should I succeed in having this corrected statement published, I will see to it that a newspaper within the state of Oregon republishes the article condemning the Astoria Budget for their statements.

I wish it understood that your letter is not to be used as a testimonial. I simply want to know your ideas on this subject in order to assist me in answering the New Orleans paper, and if you can consistently write me such a letter, I will be greatly obliged.

Very truly yours,

E. M. Ries.

January 12, 1925.

Mr. Elmer M. Ries,
411-417 Yeon Building,
Portland, Oregon.

My dear Mr. Ries:

Acknowledgment is made of the receipt of your letter of January 8, relative to the controversy about the Astoria-Svensen pavement. It is the policy of the Commission to avoid being drawn into controversies of this nature over the merits of various types of pavement, and for that reason, I feel it necessary to decline your request for a statement on this subject.

Very truly yours,

NOTED
State Highway Engineer

State Highway Engineer.

RAK:HI

E. M. RIES
411-417 Yeon Building
PORTLAND, OREGON

January 8, 1925

Mr. Roy A. Klein,
State Highway Engineer,
State House,
Salem, Oregon.

Dear Sir:

I am attaching hereto copy of editorial that appeared as per the heading. This article has been given general circulation throughout the United States, and has come to my attention from several of my business associates not only on the Coast but from the East and Middle West.

The criticisms are certainly unfounded and unjust to the road-builders of the state of Oregon, the past and present Highway Commissions and Engineering Departments, and last, but not least, the Warren Brothers Company.

I intend to answer this article and, if possible, give it the same circulation that has been given the editorial enclosed by our competitors. For that reason, I am asking you to kindly write me a letter setting forth statements contradicting the allegations. I can assure you that your letter will not be used in newspaper controversy, but I simply wish to take sections of your letter to be used in a reply which will state that the information contained therein was secured from both state and county officials.

For your information, I have asked Mr. Chapman, Roadmaster of Multnomah County, Mr. J. B. Yeon, who was one of the original road builders of Oregon, and Mr. Van Duzer for similar letters.

Your letter does not necessarily have to refer to Warren Brothers Company or to the Warren pavements, unless you so desire, but the pavements can be referred to as Asphaltic Concrete coarse aggregate mixtures.

Any information that you can give me that will assist me in answering this editorial I will greatly appreciate. Will you kindly let me have same at your earliest convenience.

With kind personal regards, I remain

Yours truly,

E. M. Ries

From the Daily Journal of Commerce, New Orleans, La., Friday, Sept.26,1924.

## EDITORIAL

## BUILD THE RIGHT ROAD

In the construction of hardsurfaced highways, Louisiana is one of the most backward states in the union, but we may take consolation from the fact in that we now have the experience of years of road building in other states to judge as to the best type of paving materials. When communities in this state do enter aggressively into the campaign of hardsurfaced roads here, there should be no mistakes, and our engineers and public officials can save the cost of experimentation and draw their conclusions from the experience of other states and communities.

We have consistently condemned for ten years the use of blacktop pavements on heavy traffic roads and streets, having witnessed its failures in many sections of the country. We condemned its use on the great Columbia river highway in Oregon, and it is with a deal of satisfaction that our predictions of so long ago have been borne out, judging by an editorial from the Astoria Budget of Astoria, Ore., of September 6. Up to recent months this highway has been referred to by the blacktop pavement manufacturers as a shining example of the merits of that type of surfacing. The editorial is as follows:

"The time is coming and not in the far distant future when the Lower Columbia highway will have to be rebuilt. To some extent a beginning upon that job is being made now. Bad curves are being eliminated, the pavement widened on other curves and wider shoulders constructed.

"When the highway was laid the commission presumably didn't anticipate the traffic which would come down the river because of the popularity of our beaches. State building of permanent roads was more or less in the experimental stage at that time and naturally problems which have arisen since could not be foreseen.

"Developments, however, have proven that the highway as constructed is not adequate for the burden it has been called upon to stand, and they have proven, too that the element of safety was disregarded in the building [illegible] of the highway.

"In many places the pavement has begun to go to pieces, in others, particularly upon grades, the pavements has ridged up like a washboard. The edges are becoming broken. Drainage provisions are insufficient. And, most important of all, the blacktop surface is not adapted to the wet weather and creates a serious hazard to life and property.

"During the past year contractors have been at work grading, eliminating curves, and making other improvements upon the first thirteen miles of the highway out of Astoria, preliminary to the actual reconstruction of this portion of the road. This was one of the first stretches laid, and it was laid too thin. The commission is facing the necessity of resurfacing this thirteen miles and at the same time will probably widen the road a foot on either side.

"The lower Columbia communities should concern themselves with this improvement. It was done inadequately once and they should impress upon the commission the need of doing it correctly the second time in order to insure safety to traffic and permanency. These communities suffer from the impression that the lower Columbia highway is a dangerous and difficult one and will suffer the more as the state of Washington extends its broader and better highway down the north shore of the river."

CONTRACT #796,

SEE:

CONTRACT #740

796 SFE: Contract 740
12

CONTRACT #804,
808

PR 117 Pacific Hwy.-Blue River 1925-1927

804, 808

UNITED S[illegible] DEPARTMENT OF AGRICUL[illegible]E

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

PR 117

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

October 31, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On October 24, 1927, the Secretary of Agriculture approved Oregon project statement No. 117 revised, involving the improvement of 50.95 miles of roadway including the construction of Hendricks Bridge and approaches.

The Secretary made his approval subject to the conditions formerly imposed, mentioned in our letter of October 13, 1926.

Yours very truly,

C. H. PURCELL,
District Engineer,

By [signature]
Assoc. Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

PR-117

October 6, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to revised project statement covering Federal Aid Project 117.

Number 3, reading "between intermediate control points have used Pacific and McKenzie Bridge" has been changed to read--"Pacific Highway and one-half mile east of McKenzie Bridge." We have also added-- "No. 5 Section of road to be first improved. - $30,000.00."

It is presumed these changes will meet with your approval, as it was necessary that these changes be made; the first--in order to conform to the sketch map, and the second--being merely an omission of figures. It was not deemed necessary to return the project statement for these minor corrections, due to the delay involved. We hope this meets with your approval.

Very truly yours,

C. H. PURCELL
District Engineer

By _____
Associate Highway Engineer.

September 29, 1927.

FR 117
Revised

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

In accordance with your letter of September 12, we are enclosing herewith four copies of revised project statement covering the extension of Project 117, revised, from a point east of Blue River to McKenzie Bridge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

STATE Oregon

PROJECT NO. 117-Revised
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) September 20, 1927

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Springfield-McKenzie Bridge Section of McKenzie Highway

2. Between control points of official description: Eugene and McKenzie Bridge

3. Between intermediate control points if used: Pacific Highway and McKenzie Bridge

County of Lane

4. Length in miles (gross) 50.95 (net) 50.95

5. Preliminary estimate of cost: Total, $400,000; section of road to be first improved, $.....;
of which $30,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: .....
(Amount.)
Sufficient to insure completion. Current Income
(Source; refer to statute.)

(b) County .....
(Amount.) (Source; refer to statute.)

.....

8—3073

7. Funds for maintenance to be provided by State from the following
(State or (and) county.)
sources: Resolution Aug. 17, 1917; Chapter 237, Laws 1917
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon
Capitol Building, Salem, Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:
None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By
Chairman
(Title of officer.)

By
Commissioner
(Title of officer.)

By
Commissioner
(Title of officer.)

8—6078

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

September 12, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention: Mr. Probert

Receipt is acknowledged of sketch map and request for the extension of the limits of Oregon F.A.P. 117-Revised. As this extension covers 9.62 miles from Blue River to one-half mile East of McKenzie Bridge, it is our belief that a revised project statement should be submitted covering the entire project from a in connection with the Pacific Highway, near Springfield, to a point one-half mile East of McKenzie Bridge. Papers for this extension will be held in this office--pending receipt of revised project statement.

Very truly yours,

C. H. PURCELL
District Engineer

By L. M. Davis
Associate Highway Engineer.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

September 12, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention: Mr. Probert

Receipt is acknowledged of sketch map and request for the extension of the limits of Oregon F.A.P. 117-Revised. As this extension covers 9.62 miles from Blue River to one-half mile East of McKenzie Bridge, it is our belief that a revised project statement should be submitted covering the entire project in connection with the Pacific Highway, near Springfield, to a point one-half mile East of McKenzie Bridge. Papers for this extension will be held in this office--pending receipt of revised project statement.

Very truly yours,

C. H. PURCELL
District Engineer

By R H Baldwin
Associate Highway Engineer.

August 12, 1927

NR 117

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

In order to take care of the construction of a bridge and alignment revision across the McKenzie River, we wish to request that the project statement on Project 117 be amended to include an extension from the east end of the project near Blue River to a point approximately 1/2 mile east of the existing bridge across the McKenzie River.

In connection with this request, we are enclosing herewith four copies of revised sketch map.

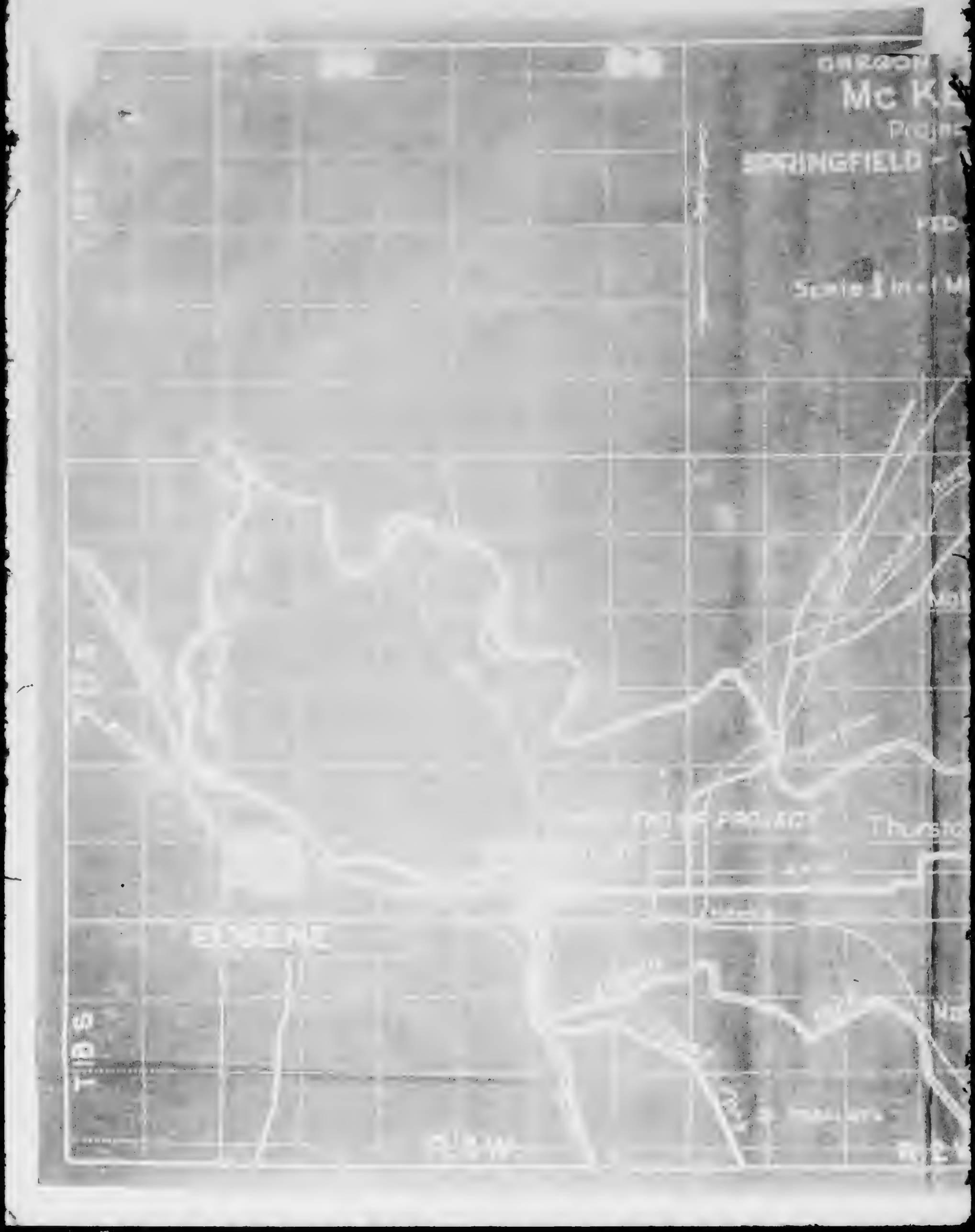
Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP
Encl.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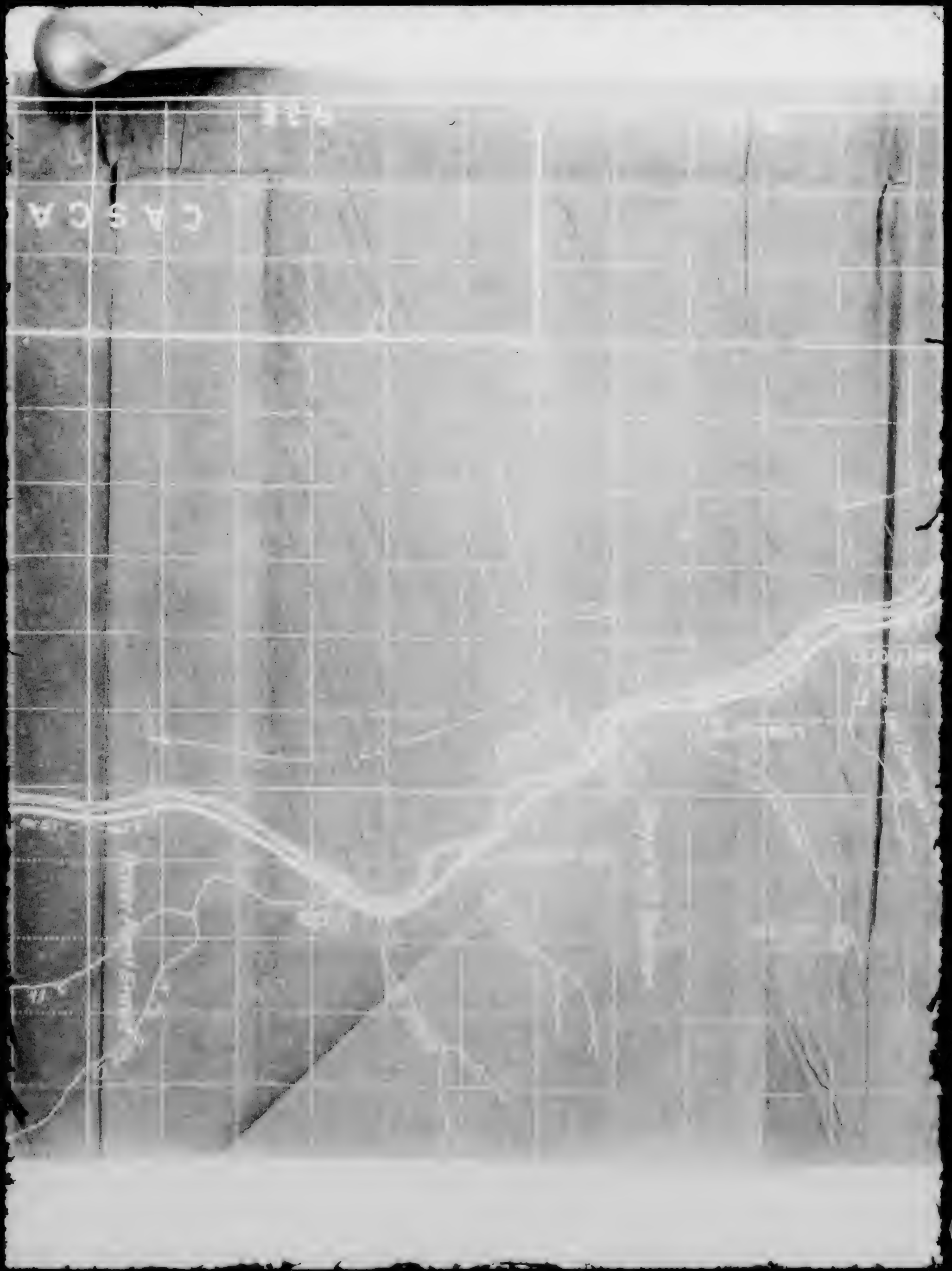
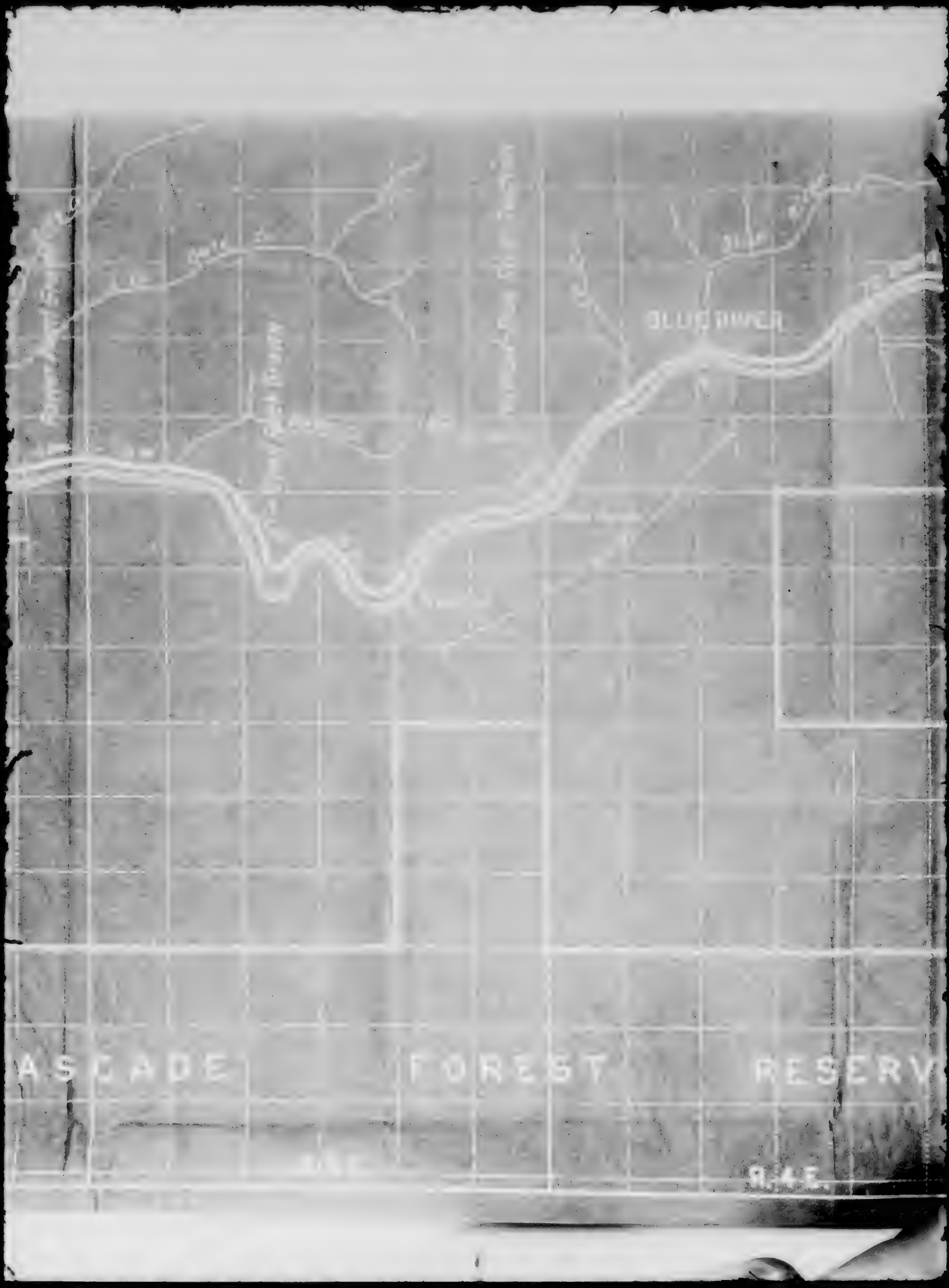
# McKENZIE HIGHWAY




BLUE RIVER
ASCADE FOREST RESERV
9.4 E.

#114-20PB

09-117

February 5th, 1926.

Fidelity & Deposit Company of Maryland,
Hansen & Rowland, Agents,
Gasco Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 604 for the construction of a bridge over the McKenzie River on the McKenzie Highway in Lane County near Hendricks has been completed by the contractors, Union Bridge Company and that final settlement will be made by the State with said contractors for work done under said contract on or after March 5th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glasgyer.
Chief Clerk.

Dict. by J. McFarland.

09117

February 9, 1926.

Union Bridge Company,
1001 Porter Building,
Portland, Oregon.

Gentlemen:

Your request for an extension of time on contract No. 804, bridge over McKenzie River on the McKenzie Highway near Hendricks in Lane County, was considered at the meeting of the Highway Commission on January 20th and the following action was taken:

"Union Bridge Company, contract No. 804, bridge over McKenzie River on the McKenzie Highway near Hendricks in Lane County, requested an extension of time to January 31, 1926. The Engineer recommended that the extension requested be granted without penalty. Recommendation was accepted by the Commission".

Very truly yours,

Secretary.

LM

PR 117

# UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

October 13, 1926.

RECEIVED
OCT 18 1926
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On October 5, 1926, the Secretary of Agriculture approved the revised project statement for Oregon 117 covering 41.09 miles of the McKenzie Highway between Springfield and Blue River.

The Secretary made his approval subject to the condition that the State will initiate, or cause to be initiated, such action as may be necessary to secure the installation of safeguards at the railroad grade crossings in the town of Springfield and 3/4 of a mile east of Springfield, adequate for the protection of grade crossings of their respective classes.

Very truly yours,
C. H. PURCELL, District Engineer,

By A. S. Morris
Acting

PR-117 Revised.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

September 13, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention - Mr. Probert

The project statement for the Pacific Highway - Blue River Section of McKenzie Highway, has been forwarded with recommendation for approval.

The number of this project has been changed from 130 to 117-Revised, in conformity with a request from the Regional Office, of which you were advised in a phone conversation sometime ago. We have changed the number on the project statements and sketch maps which you submitted on June 28th.

The first section to be improved under the revised project should be given the number "117-B", considering the section already completed (Hendricks Bridge) as Section "A".

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

June 28, 1926.

117 Revised.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the Pacific Highway-Elmo River Section of the McKenzie Highway in Lane County.

We have assigned No. 117 Revised to this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeBonna/AP

Encl.

STATE Oregon

PROJECT NO. 130
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) June 16, 1926

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Springfield-Blue River Section of McKenzie Highway

2. Between control points of official description: Eugene and McKenzie Bridge

3. Between intermediate control points if used: Pacific Highway and Blue River

County of Lane

4. Length in miles (gross) 41.33 (net) 41.00

5. Preliminary estimate of cost: Total, $ 350,000; section of road to be first improved, $ 50,000.00, of which $ 1,000.00 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: _____ (Amount.)
Sufficient to insure completion. Sale of bonds or current income.
(Source; refer to statute.)

(*b*) County _____
(Amount.) (Source; refer to statute.)

8—5073

PROJECT NO.
STATE

7. Funds for maintenance to be provided by ..... State ..... (State or (and) county.), from the following sources: ..... Resolution Apr. 17, 1917; Chapter 237, Laws of 1917. ..... (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: ..... Treasurer of the State of Oregon, ..... Capitol Building, Salem, Oregon. .....

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement: .....

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: .....

..... None .....

11. Additional remarks: .....

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

..... Oregon State Highway Commission .....
(Official title of Highway Department.)

By .....

..... Chairman .....
(Title of officer.)

By .....

..... Commissioner .....
(Title of officer.)

By .....

..... Commissioner .....
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—6073

OREGON S

Mc KE

SPRINGF

Scale 1 in. = 1 M

FE

Mahawk River

Mal

Thurst

EUGENE

R. 3 W.

R. 2

# Mc KENZIE HIGHWAY

Sketch Map

## SPRINGFIELD to BLUE RIVER

LANE COUNTY

Scale 1 in. = 1 Mile  Dec 1926

FEDERAL Aid Project No. [illegible] 117 Revised

Thurston

Walton

Deerhor

Mc KENZIE

CASCA

Fort Clatsop

River Head Creek

BLUE RIVER
CASCADE
FOREST
RES

Shell Rock Grade
FOREST RESERVE
R.3E
R.4E

#804-20803

0917

December 24, 1925.

Union Bridge Company.
Pugtee Building.
Portland, Oregon.

Gentlemen:

Please be advised the the time limit on your contract No. 804 for the construction of a bridge over the Willamette River at Randolph in Linn County expired on November 30th, 1925.

Kindly make immediate application for further extension of time on this contract and have your application accompanied by the written endorsement of your surety on the bond so that it will not be necessary to hold up the payment of your estimates.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. Mulvihill.

9R117

August 18, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Again referring to shop details for the Hendricks Bridge, Oregon Federal aid project No. 117, we have arranged to have details left as originally shown with top laterals, struts and stringer connections 1/16" less in thickness than required by your specifications. A note has been added on our general plans to the effect that these thicknesses vary from specification requirements.

Recommendation for final approval has been made upon the basis of the thinner sections.

Very truly yours,

C. H. Purcell
District Engineer.

RPM:S

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

June 19, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #117, Hendricks Bridge, on the McKenzie Highway. We enclose herewith one copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State Oregon

Project No. 117

# PROJECT AGREEMENT

UNDER

# THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

# THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1925
by and between the State Highway Commission of Oregon
....., constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 20th day of January, 1925, a project statement, which was approved by the Secretary on the 15th day of April, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 22nd day of April 1925, and approved by the Secretary on the 9th day of June, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-seven thousand, two hundred fifty and 40/100
.....
dollars ($37,250.40) as the share of the United States payable under said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

## ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following bridge as described in detail in said surveys, plans, and specifications:

Between Hendricks Bridge between survey stations 86+98.26 and 99+52.74, Secs. 29 and 32, T.17 S., R.1 W., on the Thurston-Walterville Section of the McKenzie Highway, Lane County, a distance of 0.24 of a mile. terminal points a distance of ..... miles known as .....

## CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that prior to or immediately upon the completion of the improvement contemplated under this agreement it will construct suitable road connections between the ends of the bridge and the existing highway.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of thirty-seven thousand, two hundred fifty and 40/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25

per cent of sixty-two thousand, eighty-four and 00/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

## PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

.....the State Treasurer.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .....State..... (State or county.) of .....Oregon..... (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $.....18,675.00..... per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

## MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....Resolution of August 7, 1917, Chap. 23, Laws of 1917.....
(Include reference to statute authorizing funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....
*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 9th day of June, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By Wm Duby
Chairman, State Highway Commission
(Title of officer.)

By H B Van Duyn
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

R. H. Dunlap
ACTING Secretary of Agriculture.

EXECUTE AGREEMENTS SEE PROJECT NO. 112
FOR AUTHORITY OF HIGHWAY DEPARTMENT T.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

# CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

*(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)*

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the Hendricks Bridge between survey stations 86+28.26 and 99+52.74, Secs. 29 and 32, T.17 S., R.1 W., on the Thurston-Walterville Section of the McKenzie Highway, Lane County,

locally known as

and designated in the records of this Department as Project No. 117, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 42,024.00 as the total estimated cost of said project, and the sum of $ 37,250.40 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 9th day of June one thousand nine hundred and Twenty-five. In witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

GPO

8—4936

MY BUSINESS IS TO PROTECT YOUR BUSINESS

# GEO. N. McLEAN

SURETY BONDS | AUTOMOBILE INSURANCE | FIRE AND LIFE | PHONE 6-1-7

860 WILLAMETTE ST.

EUGENE, OREGON
June 10, 1925

Oregon State Highway Commission,

Salem, Oregon.

Dear Sirs:

Re: Ray S. Thomason, Motor Route "A",
Eugene, Oregon, McKenzie Bridge
Section policy

Mr. Thomason has received your communication together with four copies of contract and bonds signed by same, and they are being forwarded today to the Oregon Surety & Casualty Company to be signed by them as Surety, when the same will be forwarded to you by this company.

I find by visit to the premises this morning that the work is progressing very nicely; quite a crew of men, horses, equipment and material on the ground.

Yours very truly,

Geo N McLean

5-13-75

Estimate for Expansion Joints

Kendrick Bridge Section
Load & Unload
Transportation Expenses

| | | | |
|---|---|---|---|
| [illegible] | [illegible] | | 200.00 |
| [illegible] | [illegible] | [illegible] | 1600.00 |
| [illegible] | [illegible] @ | [illegible] | 50.00 |
| [illegible] | [illegible] @ | 1.50 | 60.00 |
| [illegible] | [illegible] @ | 2.35 | 2350.00 |
| [illegible] | [illegible] @ | 2.35 | 2350.00 |
| [illegible] | 2800 @ | 2.00 | 5200.00 |
| [illegible] | 200 @ | 50 | 100.00 |
| | | | $11,810.00 |

00117

May 27, 1925.

Union Bridge Company,
1001 Porter Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed we return four copies of contract awarded to you for the construction of a bridge over the McKenzie River near Springfield.

It is noted that the contract has been signed by the Union Bridge Company by George A. Soere, President, while the bond accompanying same has been signed by the Union Bridge Company by Chas. E. Huber, Treasurer. It is requested that Mr. Soere also sign the bond and in the event that Mr. Huber is authorized to sign for the Union Bridge Company that he also sign the contract.

Will you kindly give this your immediate attention and return all four copies to this office for further approval?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Claisyer,
Chief Clerk.

HEC:LM
Encls.

May 5, 1926

NR 117

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Hendricks Bridge, Oregon Project No. 117.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. H. DeSouza:L
Enc.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 117

Hendricks Bridge on the McKenzie Highway
in Lane County
(Estimate as basis for project agreement. Based
on project agreement)

Salem, Oregon, May 5, 1925

| | | | | |
|---|---|---|---|---|
| 600 | Cu.yds. | Excavation | $ 4.00 | $ 2,400.00 |
| 60 | Cu.yds. | Excav. below Plans | 4.00 | 240.00 |
| 8,000 | Lin.Ft. | Piling | .25 | 2,000.00 |
| 315 | Cu.yds. | Class "B" Concrete | 20.00 | 6,300.00 |
| 165 | Cu.yds. | Class "D" Concrete | 18.00 | 2,970.00 |
| 40,000 | Lbs. | Metal Reinforcement | .052 | 2,080.00 |
| 35 | M-FBM | Lumber | 70.00 | 2,450.00 |
| 370,000 | Lbs. | Structural Steel | .065 | 24,050.00 |
| 980 | Lin.Ft. | Trestle Superstructure | 15.00 | 14,700.00 |
| | | | Sub-total | 54,440.00 |
| | | | 10% Engr. & Cont. | 5,444.00 |
| | | | | $ 62,884.00 |

Length of Project 0.048 Miles

Cost per mile $1,293,416.66

State Funds Available $ 24,853.60

Federal Aid Requested 37,930.40 (60%)

$62,884.00

COMMISSIONERS
CLINTON HURD
O. E. CROWE

79-117

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

# Lane County Oregon

OFFICE OF COUNTY JUDGE
C. P. BARNARD, JUDGE

EUGENE, OREGON

May 2nd, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

As per yours of May 1st, I am enclosing three copies covering the cooperation between Lane County and the State Highway Commission, in connection with the cost of construction of the bridge over the McKenzie River near the site of the present Hendricks Bridge, duly signed by the County Court, and attested by the County Clerk.

The agreements with regard to the Rainrock-Indian Creek Section will be forwarded Monday.

Yours very truly,

C. P. Barnard

Lane County Judge.

CPB:OC

Enc.

May 1, 1926

County Court of Lane County,
Eugene, Oregon.

Gentlemen:

Herewith enclosed find four copies of a form of resolution, which has been prepared to cover the cooperation between Lane County and the State Highway Commission in connection with the cost of construction of the bridge over the McKenzie River near the site of the present Hendricks Bridge. Will you kindly execute all four copies of this resolution, returning three of them to this office for our records and files. The fourth copy you may retain for your own records. As soon as we receive the executed copies of this resolution, we will see that you are supplied with a copy of the contract.

Please also see that his resolution is enteredi in the minutes of your County Court.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
Chief Clerk
H. B. Claisyer.

HBC L
Enc.

89-117

May 1, 1925.

Union Bridge Company,
1001 Porter Building,
Portland, Oregon.

Gentlemen:

Attached please find four copies of contract and bond for the construction of a bridge over the McKenzie River near Springfield on the McKenzie Highway in Lane County, our contract No. 804, awarded to you by the Highway Commission on April 23, 1925.

Kindly execute all four copies of the contract and bond and return them to this office for the approval of the members of the Highway Commission, after which one fully executed copy will be returned to you for your files and one to the surety on the bond.

Your attention is called to the paragraph on page 5 relating to the workmen's compensation act. You are expected to carry on your work in strict compliance with the terms of this clause.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

IM
Encls.

OQ-117

April 23, 1926.

Potter, Foster & Irmal,
Eugene, Oregon.

Gentlemen:

This is to acknowledge your letter of the 22nd with respect to property of H. C. Jackson which you say is affected by reason of the proposed construction of a bridge on the McKenzie River to replace the old Hendricks Bridge.

The issue raised by Mr. Jackson involves a question of right-of-way, and since under the law the county is to procure the right-of-way this matter should properly be taken up with the county court. I understand that the subject has already been under discussion between the county court and representatives of the Highway Commission and I see no reason why an adjustment can not be effected.

I expect to be in Eugene the first of the week, and if the matter has not been disposed of in the mean time by the county court, I will confer with you and the county court while there.

Yours very truly,

Assistant Attorney-General.

JMD:AP

E. O. IMMEL

LAW OFFICES OF
POTTER, FOSTER & IMMEL
EUGENE, OREGON

APRIL
22 ND
19 25.

Mr. J. M. Devers,
Attorney for Highway Commission,
Salem, Oregon,

Dear Sir:-

In behalf of Mr. H. C. Jackson, we are today notifying the Highway Commission and the County Court of Lane County, Oregon, that we own, and claim to own the land over which the County or the Commission is proposing to build a bridge on the McKenzie River to replace the old Hendricks' Bridge; and further notifying them to keep off the land until rights-of-way are secured.

The facts are practically these: The way the bridge is surveyed out, as we understand the survey, the approach of the bridge will come within ten feet or such a matter of Mr. Jackson's residence, making it very damaging to him; and while we do not wish to delay the work or anything of that kind, we feel that we must protect Mr. Jackson in that respect if it is possible to do so.

Anyway, if you can make it convenient to call at the office in the next few days, we will take the matter up with you, and have a proposition which we think will solve the whole proposition without any difficulty or additional costs to anyone and also give us reasonable limitation about the right-of-way.

I am writing this letter on the assumption that you will be in Eugene within the next few days.

Yours very truly,

Potter, Foster & Immel

OHI/LB

RR-117

April 21st, 1925.

Mr. Raymond Walsh,
Resident Engineer,
Eugene, Oregon.

Dear Sir:

We are returning to you today under separate cover your working profile of the Hamricks Bridge job on which we have drawn in red the new revised bridge grade line. Please work up your quantities and estimate as soon as possible in order that we may get this job out of the way for the next letting before the rush.

If, in order to get material enough to make the fill at the bridge ends, it is necessary to secure a borrow pit, take this matter up with the County Court and send in a sketch map of some kind on which locate accurately the borrow pit site.

Yours truly,

Division Engineer.

JSS:ER

Project No. 117

OREGON STATE HIGHWAY DEPARTMENT

Bridge over McKenzie River at
Hendricks Bridge

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, April 10th, 1925.

| | | | |
|---|---|---|---|
| 600 cu. yds. excavation | | $3.00 | $1800.00 |
| 60 cu. yds. exc. below elev. shown | | 7.00 | 420.00 |
| 8000 lin. ft. piling | | .60 | 4800.00 |
| 313 cu. yds. Class A concrete | | 22.00 | 6886.00 |
| 165 cu. yds. Class B Concrete | | 24.00 | 3960.00 |
| 40,000 lbs. metal reinforcement | | .06 | 2400.00 |
| 55 M ft. B. M. lumber | | 30.00 | 1750.00 |
| 370,000 lbs. structural steel | | .082 | 30340.00 |
| 930 lin. ft. trestle superstructure | | 17.00 | 15810.00 |
| | Subtotal | | 68,210.00 |
| | 10% for engineering & contingencies | | 6,821.00 |
| | Total | | $75,031.00 |

89 117

February 26, 1928.

Mr. Raymond Walsh,
Resident Engineer,
Eugene, Oregon.

Dear Sir:

We are advised by the Bridge Department that a Mr. W. A. Slate of Tangent, Oregon, who has been engaged by the Bridge Department to make the test borings at the Hendricks Bridge site, will call upon you today asking information as to the location of the bridge.

After much consideration we have finally decided to use the Tangent line across the river as is, connecting it on the Eugene side with a fourteen degree curve whose P. C. is some twelve or fourteen feet toward the present road from the water edge. In other words it falls just off the bridge structure proper which, of course, will put the trestle practically all on the curve.

I am handing the survey map back to the Bridge Department after having sketched on the project, and in case you need further information on it, take the matter up with the Bridge Department.

Yours truly,

J. S. Sawyer,
Division Engineer.

JSS:ER

PROJECT STATEMENT

AS SECURED BY

FEDERAL AID ROAD ACT

Approved June 16, 1916, and the provisions thereof hereby made a part hereof.

PROJECT NO. [illegible]

[illegible]

[illegible]

[

(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

# PROJECT STATEMENT

AS REQUIRED BY

## FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) January 20, 1925

*The Secretary of Agriculture,*
*Washington, D. C.*

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Hendricks Bridge, 11 miles east of Springfield

2. Between control points of official description: Eugene and McKenzie Bridge

3. Between intermediate control points if used: ..... and .....

County of Lane

4. Length in miles (gross) ..... (net) .....

5. Preliminary estimate of cost: Total, $ 65,000; section of road to be first improved, $ 65,000, of which $ 65,000 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ..... (Amount.)
Sufficient to insure completion. Sale of bonds or current income
(Source; refer to statute.)

(b) County .....
(Amount.) (Source; refer to statute.)

.....

8—8073

maintenance to be provided by State, from the following
(State or (and) county.)

sources: Resolution of August 17, 1917. Chapter 23 Laws of 1917.
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By
Chairman
(Title of officer.)

By
Commissioner
(Title of officer.)

By
Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5072

# STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract # 709 Ends with: Contract # 804, 808

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 5 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD5 16mm

## CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 4 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott E. Rhoden